

**COLORADO COUNTY COMMISSIONERS COURT**  
**NOTICE OF OPEN MEETING**

DATE OF MEETING: June 27, 2022 – 9:00 A.M.  
BUILDING: Colorado County Courthouse, County Courtroom  
STREET LOCATION: 400 Spring Street  
CITY OF LOCATION: Columbus, Texas

The Colorado County Commissioners Court Meetings will be broadcast live on Zoom <https://txcourts.zoom.us/j/93198500943> for those individuals who wish to watch or listen remotely.

Pursuant to the authority granted under Government Code, Chapter 551, the Commissioners Court may convene in a closed meeting to discuss, deliberate and take action on any of the agenda items listed below. Immediately before any closed session, the specific section or sections of Government Code, Chapter 551, which provides statutory authority, will be announced.

**On this the 27th day June 2022, the Commissioners Court of Colorado County, Texas met in Regular Session at 9:00 A.M., in their regular meeting place at the Colorado County Courthouse, County Courtroom, 400 Spring Street, in the City of Columbus, Texas.**

**The Following Members were present, to wit:**

<b>Honorable Ty Prause</b>	<b>County Judge</b>
<b>Honorable Doug Wessels</b>	<b>Commissioner Precinct #1</b>
<b>Honorable Darrell Kubesch</b>	<b>Commissioner Precinct #2</b>
<b>Honorable Darrell Gertson</b>	<b>Commissioner Precinct #4</b>
<b>Honorable Kimberly Menke</b>	<b>County Clerk</b>
<b>By: Michelle Kollmann</b>	<b>Deputy Clerk</b>

**Honorable Keith Neuendorff, Precinct #2, was unable to attend.**

**County Judge Ty Prause called the meeting to order at 9:04 A.M., followed by**

**Pledges to the United States Flag and Texas Flag.**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

\_\_1. Agenda as posted.

**Motion by Commissioner Wessels to approve Agenda; seconded by Commissioner Kubesch; 4 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

**COLORADO COUNTY COMMISSIONERS COURT  
NOTICE OF OPEN MEETING**

**FILED FOR RECORD  
COLORADO COUNTY, TX**

**2022 JUN 24 AM 8:13**

**KIMBERLY MENKE MK  
COUNTY CLERK**

**DATE OF MEETING:** June 27, 2022 – 9:00 A.M.  
**BUILDING:** Colorado County Courthouse, County Courtroom  
**STREET LOCATION:** 400 Spring Street  
**CITY OF LOCATION:** Columbus, Texas

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**DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:**

- \_\_1. Agenda as posted.**
- \_\_2. Public comments.**
- \_\_3. Continuation or renewal of local disaster declaration dated June 24, 2022 due to extremely high heat conditions, and the threat of wildfires from severe drought conditions. (Prause)**
- \_\_4. Application submitted by San Bernard Electric Cooperative, Inc. to place a power pole on county right-of-way of Sunderman Road, Precinct No. 4. (Gertson)**
- \_\_5. Award bid to construct bridge on County Road 121 at draw, Precinct No. 1. (Wessels)**
- \_\_6. Award bid to construct bridge on County Road 103 at Skull Creek Tributary, Precinct No. 4. (Gertson)**
- \_\_7. Discuss and act upon price increases for the contract of Road Materials awarded on March 14, 2022. (Kana)**
- \_\_8. Discussion and action to fill Position #1 on the Texana Center Board of Trustees representing Austin and Colorado Counties. (Prause)**
- \_\_9. Designate the Emergency Medical Services Director's vehicle as an authorized emergency vehicle under Texas Transportation Code 541.201 along with the ambulance units. (Kana)**
- \_\_10. Establish County holidays for 2023.**
- \_\_11. Consent Items:**
  - a. Acknowledge receipt of donation from Regina Neal to Colorado County Sheriff's Office in the amount of \$100.00.**
  - b. Certification of county-maintained road mileage for 2021 to submit to Texas Department of Transportation.**
  - c. Bid Bond submitted by Wakefield Bridge, Inc. in the amount of \$129,000 for bridge on County Road 103 at Skull Creek Tributary.**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

- d. Bid Bond submitted by Wakefield Bridge, Inc. in the amount of \$129,000 for bridge on County Road 121.
- e. Certificate of Liability Insurance posted by:
  - 1. Supak Construction, Inc. (6/12/2022-6/12/2023).
  - 2. Intermedix Corporation, a Subsidiary of R1 RCM Inc. (6/1/2022-6/1/2023).
  - 3. Wakefield Bridge, Inc. (3/8/2022-3/8/2023).

- \_12. Examine and approve all accounts payable and budget amendments.
- \_13. Announcements (without discussion and no action) by elected officials/department heads. (Types of Announcements: Events, Road Conditions, Weather Occurrences, Important Dates, Vacancies in Offices or Positions, Accomplishments of Individuals, and Notices)
- \_14. Commissioners Court Members sign all documents and papers acted upon or approved.
- \_15. Budget Workshop.
- \_16. Adjourn.

**CERTIFICATION**

NAME: Ty Prause

TITLE: Colorado County Judge

SIGNATURE OF CERTIFYING OFFICIAL: 

DATE: June 24, 2022

TELEPHONE NUMBER: (979) 732-2604

FAX NUMBER: (979) 732-9389

The Colorado County Courthouse is wheelchair accessible and accessible parking spaces are available.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

**\_\_2. Public comments.**

**Judge Prause stated one Public Comment Rules Form was completed. Brent Gorman,  
Fire Marshall chose to speak during the agenda item.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022

Colorado County Commissioners' Court

Public Comment Rules

1. Citizens wishing to speak must sign in on the bottom of this sheet.
2. Public comment will be limited to five (5) minutes per person and thirty (30) minutes per agenda item.
3. Citizens will be allowed to address only items that are on the agenda and as indicated on the bottom of this sheet. A separate sheet must be filled out for each agenda item to be discussed.
4. All comments must be addressed to the Commissioners' Court.
5. The Court may make a request for information from the floor on an "as needed" basis, as determined by the Judge or a Commissioner.
6. The Judge (or Judge pro tem) has full and final authority to amend or terminate any of the above.

Please remember that this is an "Open Public Meeting" and not a "Public Hearing". Very specific rules apply to each.

Public Participation Form

Name (please print) Brent Gorman

Which agenda item do you wish to address? 3

In general, are you for or against this agenda item? For  Against

  
Signature

Note: This form must be presented to the County Clerk (or assistant) prior to the time that the agenda item you wish to address is discussed before the Court.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
June 27, 2022**

- \_\_\_3. Continuation or renewal of local disaster declaration dated June 24, 2022 due to extremely high heat conditions, and the threat of wildfires from severe drought conditions. (Prause)

**Brent Gorman spoke in favor of the disaster declaration and thanked the commissioners for being proactive on this situation.**

**Motion by Judge Prause for the continuation or renewal of local disaster declaration dated June 24, 2022 due to extremely high heat conditions, and the threat of wildfires from severe drought conditions; seconded by Commissioner Wessels; 4 ayes 0 nays; motion carried; it was so ordered.**

**(See attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022



*Colorado County, Texas*

**TY PRAUSE**  
*County Judge*

Ph. (979) 732-2604  
Fax (979) 732-9389  
Email: [ty.prause@co.colorado.tx.us](mailto:ty.prause@co.colorado.tx.us)

P.O. Box 236  
400 Spring Street, Rm. 107  
Columbus, Texas 78934

June 24, 2022

The Honorable Greg Abbott  
Office of the Governor  
P.O. Box 12428  
Austin, Texas 78711-2428

Dear Governor Abbott,

Colorado County is experiencing extreme drought conditions, and these conditions are projected to continue through the July 4<sup>th</sup> holiday period. Due to these conditions, it is imperative that we take action to protect the lives and property of the citizens of our county.

As Colorado County Judge, I have signed a Declaration of Local Disaster due to extreme drought conditions on June 24, 2022. The declaration and order ban the sale and use of all fireworks in the unincorporated area of Colorado County. The declaration will be submitted to the Colorado County Commissioners Court, as required by Government Code 418.108, to consent with the County Judge's declaration. This ban does exceed the restriction authorized by Section 352.051 Local Government Code; therefore, as required by 418.108 of the Government Code, I request that Governor Abbott extend the period prohibiting the sale and use of all fireworks beyond the 60-hour period.

Please notify my office if there is further action needed.

Sincerely,

A handwritten signature in black ink, appearing to read "Ty Prause", written over a horizontal line.

Ty Prause  
Colorado County Judge



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022



FILED FOR RECORD  
COLORADO COUNTY, TX

2022 JUN 24 AM 8:09

KIMBERLY MENKE  
COUNTY CLERK

MK

**DECLARATION OF LOCAL DISASTER FOR COLORADO COUNTY, TEXAS**

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**WHEREAS**, Colorado County is currently in a severe drought and experiencing record high temperatures; and

**WHEREAS**, the extreme hot and dry conditions pose the threat of large, dangerous and fast moving wildfires; and

**WHEREAS**, such fires have the potential of endangering lives and damaging property on a large scale; and

**WHEREAS**, the Texas Government Code Chapter 418 provides the county judge may declare a local disaster within the county "if the threat of disaster is *imminent*"; and

**WHEREAS**, the magnitude of the potential damage and the rapidity with which such a fire could escalate to major proportions constitute an imminent threat of disaster and has been experienced in this county in the past decade; and

**WHEREAS**, declaration of such disaster authorizes the imposition of controls on activities which increase the likelihood of fires during extremely high temperatures and droughts; and

**WHEREAS**, such controls, once implemented, have the potential of protecting lives and property by mitigating the threat of dangerous fires and saving lives and property; and

**WHEREAS**, a declaration issued under Section 418.108 of the Texas Government Code may include a prohibition or restriction on the sale or use of all fireworks within the unincorporated areas of the county; and

**WHEREAS**, a local disaster declaration expires seven (7) days after its issuance, unless the commissioners court consents to its renewal or continuance; and

**WHEREAS**, to the extent that a disaster declaration includes a provision related to the restriction of the sale and use of fireworks, any portion of the declaration that exceeds the restrictions authorized by Local Government Code §352.051 is only effective for 60 hours, unless the county judge requests and the governor authorizes an extension of the broader fireworks restriction.

**BE IT THEREFORE PROCLAIMED** that I, Ty Prause, County, Judge of Colorado County, do hereby declare a local state of disaster in the unincorporated areas of Colorado County due to the severe drought conditions and the threat of dangerous and fast moving wildfires.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

**BE IT ALSO PROCLAIMED** that this state of disaster will continue until rescinded in accordance with the above cited statute, but in no instance will this declaration continue for more than seven (7) days without being authorized by the County Commissioners Court, or in the event the declaration pertains to fireworks, no more than 60 hours unless an extension of the restriction on fireworks has been received from the governor.

**BE IT ALSO PROCLAIMED** that this declaration of a local state of disaster activates the Colorado County Emergency Management Plan.

**BE IT ALSO PROCLAIMED** that the purpose of this order is the mitigation of the hazard posed by wildfires by curtailing the practice of outdoor burning, and the sale and use of all fireworks in the unincorporated areas of the county, which purpose is to be taken into account in any enforcement action based upon this order.


Pursuant to the authority granted under section 418.108(i) of the Texas Government Code, the sale, use and discharge of all fireworks in the unincorporated area of Colorado County is expressly prohibited. This prohibition exceeds the restriction authorized by Section 352.051 Local Government Code; therefore, as required by 418.108 of the Texas Government Code, a request will be sent to the Governor to extend the period prohibiting the sale and use of fireworks beyond the 60-hour period.

The prohibition on the use and discharge of fireworks contained in this Order shall not include an authorized public display that meets the requirements of Section 2154.204 of the Texas Occupations Code or for the "safe area(s)" designated by a governing body.

That any person who violates the prohibition on the sale, use and discharge of fireworks in the unincorporated areas of Colorado County may be punished by a fine that does not exceed \$1,000 or confinement in the Colorado County Jail for up to 180 days.

This declaration shall be promptly publicized and filed with the County Clerk.

IN WITNESS WHEREOF, I affix my signature this 24th day of June, 2022.

  
Ty Prause  
Colorado County Judge

Filed with the Clerk of Colorado County on June 24, 2022.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**



FILED FOR RECORD  
COLORADO COUNTY, TX

JUN 27 2022

KIMBERLY MENKE  
COLORADO CO. CLERK

MK

**RESOLUTION CONTINUING DISASTER DECLARATION OF JUNE 24, 2022 DUE TO SEVERE DROUGHT CONDITIONS AND PROHIBITING THE SALE, USE AND DISCHARGE OF ALL FIREWORKS IN THE UNINCORPORATED AREAS OF COLORADO COUNTY, TEXAS.**

**WHEREAS**, on June 24, 2022, Colorado County Judge Ty Prause, issued a Declaration of Local Disaster for the unincorporated areas of Colorado County due to the severe drought conditions and the threat of dangerous and fast moving wildfires; and

**WHEREAS**, pursuant to Section 418.108(b) of the Texas Government Code, the Disaster Declaration expired seven days after its implementation or prior thereto if renewed or continued by the Colorado County Commissioners Court; and

**WHEREAS**, the Colorado County Commissioners Court finds that the drought conditions continue to exist and the continuation of the Disaster Declaration is necessary.

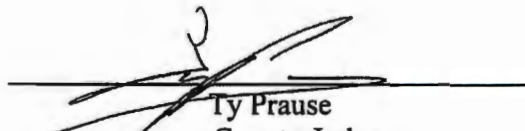
**NOW, THEREFORE, BE IT RESOLVED**, by the Colorado County Commissioners Court, that:

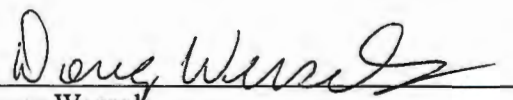
1. The local state of disaster declared by County Judge Ty Prause on June 24, 2022 is hereby continued for Colorado County pursuant to Section 418.108(b) of the Texas Government Code until such state of disaster is lifted by the County Judge or Commissioners Court.
2. Pursuant to Section 418.108(c) of the Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the County Clerk.
3. Pursuant to Section 418.108(d) of the Texas Government Code, this declaration of a local state of disaster activates the county emergency management plan.
4. Pursuant to the authority granted under Section 418.108(i) of the Texas Government Code, the sale, use and discharge of all fireworks in the unincorporated areas of Colorado County is expressly prohibited. This prohibition exceeds the restriction authorized by Section 352.051 Local Government Code; therefore, as required by Section 418.108 of the Texas Government Code, a request was made and has been approved by the Governor to extend the period prohibiting the sale and use of fireworks beyond the 60-hour period.
5. That any person who violates the county emergency management plan and prohibition on the sale, use and discharge of fireworks in the unincorporated areas of Colorado County may be punished by a fine that does not exceed \$1,000 or confinement in the Colorado County Jail for up to 180 days.

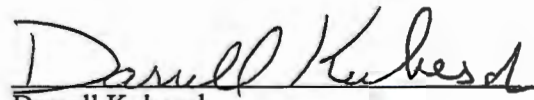
MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022

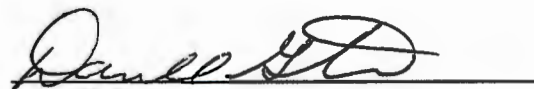
6. This resolution is effective as of the date of its passage on the 27<sup>th</sup> day of June 2022.

  
Ty Prause  
County Judge

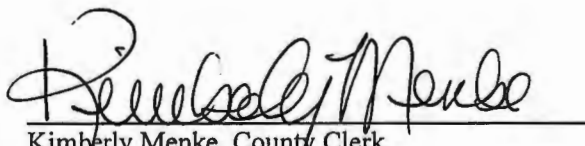
  
Doug Wessels  
Commissioner Precinct 1

  
Darrell Kubesch  
Commissioner Precinct 2

**Not Present**  
Keith Neuendorff  
Commissioner Precinct 3

  
Darrell Gertson  
Commissioner Precinct 4

ATTEST:

  
Kimberly Menke, County Clerk



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

- \_\_\_4. Application submitted by San Bernard Electric Cooperative, Inc. to place a power pole on county right-of-way of Sunderman Road, Precinct No. 4. (Gertson)

**Motion by Commissioner Gertson to approve application submitted by San Bernard Electric Cooperative, Inc. to place a power pole on county right-of-way of Sunderman Road, Precinct No. 4; seconded by Commissioner Kubesch; 4 ayes 0 nays; motion carried; it was so ordered.**

**(See attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
June 27, 2022**



**San Bernard Electric Co-op**

Your Touchstone Energy<sup>®</sup>  
Cooperative 

PO Box 1208 • Bellville, TX 77418 • (800) 364-3171 • www.sbec.org

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**Bellville Main Office**  
(979) 865-3171  
Fax: (979) 865-9706

**Columbus Service Center**  
(979) 732-8346  
Fax: (979) 732-2458

**Fieldstore Service Center**  
(936) 372-9176  
Fax: (936) 372-5476

**Hallettsville Service Center**  
(361) 798-4493  
Fax: (361) 798-2344

June 16, 2022

Judge Ty Prause  
PO Box 236  
Columbus, Texas 78934

RE: WO# 22-02-105

Dear Honorable Judge Ty Prause:

In order to improve electrical service in Colorado County, Texas, a permit to place a power pole 1' in Sunderman Rd. Right of Way is needed.

Please find enclosed our "Notice of Proposed Erection of Power Line," along with Two (2) copies of the drawing indicating the detailed information concerning our proposed routing.

If the proposal meets with your approval, we would appreciate the execution of the necessary forms at your earliest convenience. Should you have any questions regarding this permit, please call me at 979/865-3171 or 800/364-3171.

Your consideration and assistance are most sincerely appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Beaman".

Jason Beaman  
Right-of-Way Agent

Enclosure

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

**NOTICE OR PROPOSED ERECTION OF POWER LINE**

**DATE: June 16, 2022**

**TO THE COMMISSIONER'S COURT**

**ATTN: The Honorable Ty Prause  
PO Box 236  
Columbus, Texas 78934**

**Formal notice is hereby given that San Bernard Electric Cooperative, Inc. proposes to place 1 power pole 1' in Sunderman Rd. Right of Way, Colorado County, Texas.**

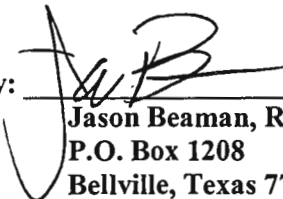
**LOCATION: 21.5' South of the intersection of Sunderman Rd. and FM 2761**

**DESIGN: See attached drawing.**

**The location and description of the proposed line and appurtenances is more fully shown by Two (2) copies of drawings attached to this notice. The line will be constructed, operated, and maintained in accordance with all requirements or governing laws.**

**Construction of this line will begin on or after the July 15, 2022**

**SAN BERNARD ELECTRIC COOPERATIVE, INC.**

By:   
\_\_\_\_\_  
**Jason Beaman, Right of Way Agent  
P.O. Box 1208  
Bellville, Texas 77418**

**Job Name: Hawthorne Land 22-02-105**

**APPROVAL**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

COUNTY COLORADO

DATE June 27, 2022

TO: **San Bernard Electric Cooperative, Inc.**  
**P.O. Box 1208**  
**Bellville, Texas 77418**

The location on the right-of-way of your proposed power line, as shown by the accompanying notice dated June 16, 2022 is approved.

Your attention is directed to Art. 1436A (for power lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

1. The County Commissioners may designate the place along the right-of-way where such lines shall be constructed.
2. At any place where a power transmission line crosses over a highway or road, it shall be constructed and maintained at least twenty-two (22) feet above the surface of the traffic lane.
3. The County Commissioners may require the owner to relocate this line, for valid reasons under the law, by giving thirty days written notice.

Please notify the County Commissioner of Precinct No. 4 and the County Road Administrator forty-eight (48) hours prior to starting construction of the line, in order that we may have a representative present.

In the event the Owner fails to comply with the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance.

**SPECIAL PROVISIONS:**

1. Emplacement operations are not permitted during wet weather.
2. All cut brush and debris are to be removed from right-of-way within seven (7) days.
3. Open trenches will be protected during off-duty hours by flasher lights.
4. Temporary construction signs are to be placed on the right-of-way at both ends of project ("Cable Emplacement Ahead").
5. All driveway entrances to be restored to original condition and resurfaced with suitable gravel.

COMMISSIONER'S COURT, COUNTY OF COLORADO

BY: \_\_\_\_\_

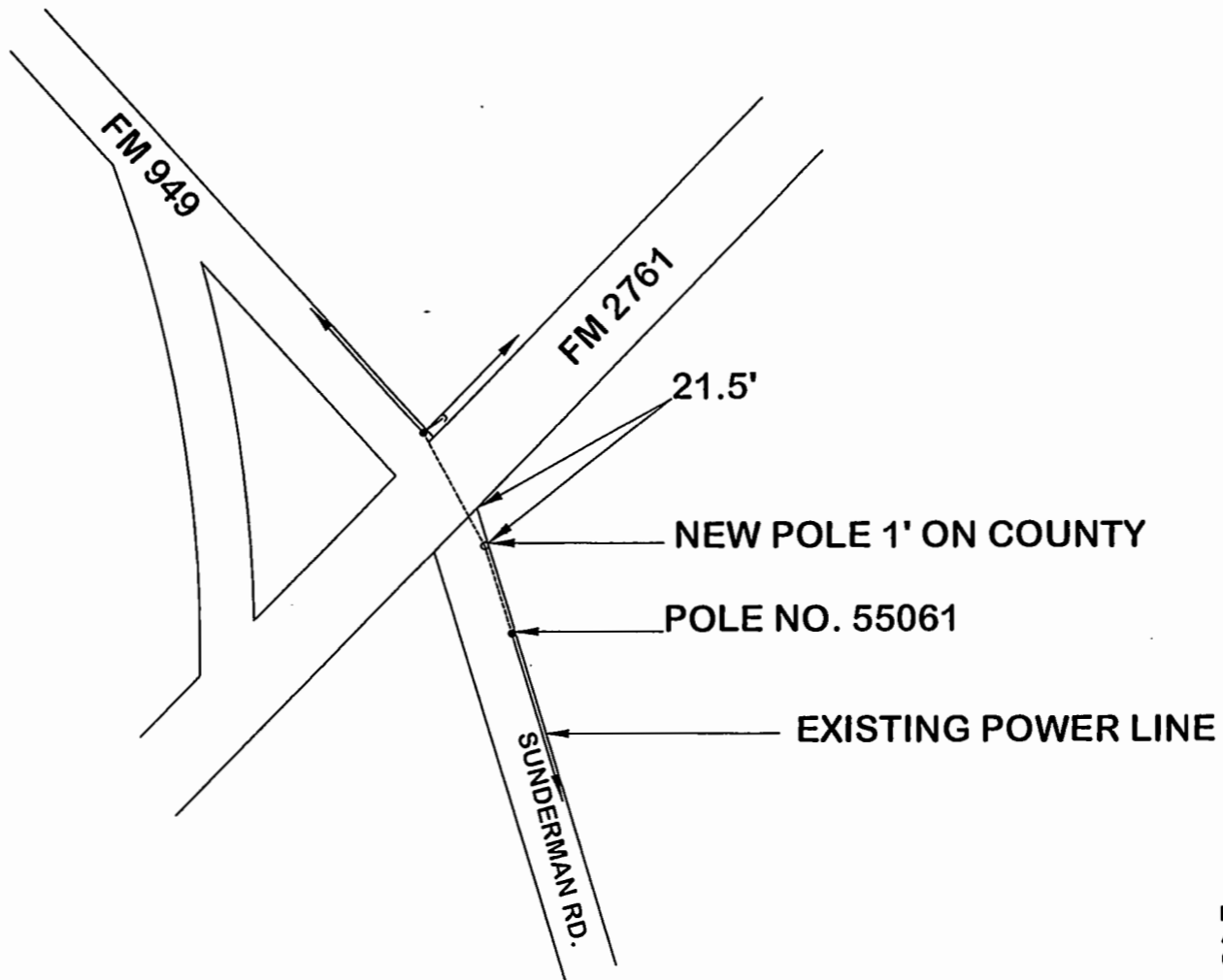
  
JUDGE



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022

SCALE: NTS



**EXHIBIT "A"**

PETER K. BARLESON SURVEY  
ABSTRACT 84  
COLORADO COUNTY, TEXAS

SAN BERNARD ELECTRIC COOPERATIVE, INC.  
P.O. BOX 1208 BELLVILLE, TX 77418  
DWN BY: JB DATE: 3-9-2022  
DWG REF: 22-02-105

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

- \_\_5. Award bid to construct bridge on County Road 121 at draw, Precinct No. 1. (Wessels)

**Motion by Commissioner Wessels to award bid to construct bridge on County Road 121 at draw, Precinct No. 1; seconded by Judge Prause; 4 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022

BID TABULATION FOR R&B PRECINCT #1 BRIDGE ON CR 121 @ DRAW									
PUBLICLY OPENED ON JUNE 22, 2022 AT 2:00 P.M.									
Contractor Name:			Contractor Name:			Contractor Name:			
Wakefield			Wakefield			Wakefield			
YES	NO		YES	NO		YES	NO		YES NO
Contract Sheet Signed	✓		Contract Sheet Signed	✓		Contract Sheet Signed	✓		
Bid Bond/Cashier's Check	✓		Bid Bond/Cashier's Check	✓		Bid Bond/Cashier's Check	✓		
Insurance Certificate	✓		Insurance Certificate	✓		Insurance Certificate	✓		
CIQ Form	✓		CIQ Form	✓		CIQ Form	✓		
Form 1295	✓		Form 1295	✓		Form 1295	✓		
References	✓		References	✓		References	✓		
BID			BID			BID			
Labor	51,600		Labor	51,600		Labor	51,600		
Materials	77,400		Materials	77,400		Materials	77,400		
Total Bid	129,000		Total Bid	129,000		Total Bid	129,000		
Days to Complete Project	365		Days to Complete Project	365		Days to Complete Project	365		
BID TABULATION FOR R&B PRECINCT #4 BRIDGE ON CR 103 @ SKULL CREEK TRIBUTARY									
PUBLICLY OPENED ON JUNE 22, 2022 AT 2:00 P.M.									
Contractor Name:			Contractor Name:			Contractor Name:			
Wakefield			Wakefield			Wakefield			
YES	NO		YES	NO		YES	NO		YES NO
Contract Sheet Signed	✓		Contract Sheet Signed	✓		Contract Sheet Signed	✓		
Bid Bond/Cashier's Check	✓		Bid Bond/Cashier's Check	✓		Bid Bond/Cashier's Check	✓		
Insurance Certificate	✓		Insurance Certificate	✓		Insurance Certificate	✓		
CIQ Form	✓		CIQ Form	✓		CIQ Form	✓		
Form 1295	✓		Form 1295	✓		Form 1295	✓		
References	✓		References	✓		References	✓		
BID			BID			BID			
Labor	51,600		Labor	51,600		Labor	51,600		
Materials	77,400		Materials	77,400		Materials	77,400		
Total Bid	129,000		Total Bid	129,000		Total Bid	129,000		
Days to Complete Project	365		Days to Complete Project	365		Days to Complete Project	365		

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022

COLORADO COUNTY BID 22-002

COLORADO COUNTY REQUESTS BIDS FOR  
BRIDGE ON  
CR 121

ISSUED BY: THE COLORADO COUNTY COMMISSIONERS' COURT

Sealed bids, subject to the Terms and Conditions of this Invitation for Bids, for BRIDGE ON CR 121, as described in the attached specifications, will be received in the Office of the County Judge, Colorado County Courthouse, 400 Spring St., Room 107 Columbus, Texas 78934 until 2:00 p.m. on June 22, 2022. Bids received after the specific time will be returned unopened.

Wakefield Bridge, Inc  
LEGAL NAME OF CONTRACTING COMPANY

76-0481911  
FEDERAL I.D.# (Company or Corporation)

SOCIAL SECURITY # (Individual)

9795330820  
TELEPHONE NUMBER

FASCIMILE NUMBER

Jared Wakefield  
CONTACT PERSON

President  
TITLE

2600 Valli  
COMPLETE MAILING ADDRESS

Wharton, Tx  
CITY & STATE

77488  
ZIP CODE

Same  
COMPLETE STREET ADDRESS

CITY & STATE

ZIP CODE

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

COLORADO COUNTY BID 22-002

**A. SCOPE:**

It is the intent of the County of Colorado to contract for only materials, equipment, tools, services, labor and supervision necessary to construct bridge on BRIDGE ON CR 121 as specified herein.

**B. POINT OF CONTACT:**

Point of contact will be Colorado County Commissioner Doug Wessels at 979-234-2071.

**C. BID FORM COMPLETION:**

**Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Colorado County Judge one (1) complete bid form. An authorized representative of the bidder must sign the contract sheet. The contract will be binding only when signed by the County Judge, Colorado County and a purchase order authorizing the item(s) desired has been issued.**

**D. COMPLETION TIME AND PAYMENT:**

1. The county shall pay the Contractor in current funds for the Contractor's performance of the contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the County of Colorado.

2. Based upon Applications for Payment submitted to Commissioner Wessels the county shall make progress payments on account of the contract sum to the Contractor as provide below and elsewhere in the contract documents.

a. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

b. Provided an Application for Payment is received by the County Auditor, payment shall be made by the county within 30 days after the County Auditor receives the application for payment.

c. Application for Payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the Application for Payment.

d. Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the contract sum properly allocable to completed work less retainage of ten percent (10%).

2. Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the complete construction (or, if approved by the county, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).

3. Subtract the aggregate of previous payments made by the county.

4. The progress payment amount determined in accordance with Paragraph 2 b., above shall be further modified under the following circumstances:

Add, upon substantial completion of the work, a sum sufficient to increase the total payment

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**D. COMPLETION TIME AND PAYMENT: (cont'd)**

one hundred percent (100%) of the contract sum, less such amounts as the county's representative shall determine for incomplete work and unsettled claims.

5. Final payment, constituting the entire unpaid balance of the contract sum, shall be made by the county to the Contractor when the contract has been fully performed by the Contractor.

**E. REFERENCES:**

All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients name, contact person and telephone number.

**F. ADDENDA:**

No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Commissioner Doug Wessels, P.O. Box 129, Rock Island, Tx 77470, 979-234-2071.

**G. BID BOND:**

All bidders must submit, **WITH BID**, a cashier's check or certified check for five percent (5%) of the total bid price, payable to the order of the County of Colorado or a Bid Bond in the same amount issued by a surety, acceptable to the County of Colorado, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidders' cashier's check or certified check will be returned only after a written request to do so is received by the Colorado County Auditor.

**H. PERFORMANCE AND PAYMENT BONDS:**

In the event the total accepted bid price exceeds \$25,000 the successful bidder must provide to the Office of the County Auditor, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. COLORADO COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SURETY COMPANY PROPOSED BY THE BIDDER. IN THE EVENT COLORADO COUNTY REJECTS THE PROPOSED SURETY COMPANY, THE BIDDER WILL BE AFFORDED FIVE (5) ADDITIONAL DAYS TO SUBMIT THE REQUIRED BONDS ISSUED BY A SURETY COMPANY ACCEPTABLE TO COLORADO COUNTY.

**I. POWER OF ATTORNEY:**

An Attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

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**J. INSURANCE:**

1. All bidders must submit, **WITH BID**, a certificate of insurance indication coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, **WITH BID**, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to the county, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the Contractor named therein, if successful, upon award of this contract.

2. The successful bidder shall obtain at its sole expense, and shall submit to the office of the County Auditor, certificates of insurance satisfactory to the county, naming the county, the Contractor and its employees as insured.

a. Workers Compensation: See Worker's Compensation Insurance Coverage Statement at Enclosure#4.

b. Employer's Liability: \$500,000

c. General liability including:

1. Premises/Operations
2. Products/Completed Operation
3. Contractual
4. Owner's Protective
5. Personal Injury/Advertising Liability
6. Mobile Equipment

General liability limits shall be equal to or greater than:

1. \$100,000 Bodily Injury per person. 300,000 Bodily Injury per occurrence.  
\$100,000 Property Damage per occurrence; or,
2. \$500,000 Bodily Injury and Property Damage combined, two limit.

Specify annual aggregate, if any. The minimum available annual aggregate for the purposes of this Agreement shall be \$1,000,000. Claims-made policies shall not be acceptable. All policies shall be occurrence basis.

d. Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

1. \$100,000 Bodily Injury per person. \$300,000 Bodily Injury per occurrence.  
\$100,000 Property Damage per occurrence; or,
2. \$500,000 Bodily Injury and Property Damage combined, two limit.

e. Excess Liability Coverage shall be greater than or equal to \$1,000,000 combined, two limit. Specify aggregate, if any.

3. Contractor shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by the county.

4. No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to the county.

5. Approval of the insurance by the county shall not relieve or decrease the liability of the Contractor.

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**K. INDEMNIFICATION:**

Contractor agrees to indemnify, defend and hold the county harmless from each and every claim, demand, suit, action, proceeding, lien or judgement caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Agreement.

1. Contractor shall timely report all such matters to the county and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month, provide the county with a written report on each such matter covered by this paragraph and by paragraph 2 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the county required by Contractor in the defense of each matter.
2. The county shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, the county shall fully cooperate with Contractor in its defense of each such matter.
3. Contractor's duty to defend, indemnify and hold the county harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by the county in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.
4. In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, the county shall promptly reimburse Contractor for its costs of defense.
5. In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by the county, the county shall have the obligation to participate in the defense of the matter through separate counsel.
6. Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to the county or and shall not involve or require any payments or contributions by the county.
7. In the event of any final judicial determination or award of any matter covered by this section the county shall be responsible to third parties, pro rata, for any negligence determined to have been caused by the county.
8. Contractor's indemnification shall cover, and Contractor agrees to indemnify the county, in the manner provided for and to the extent described above, in the event the county is found to have been negligent for having selected Contractor to perform the work described in this Agreement.
9. The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.



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**K. INDEMNIFICATION: (cont'd)**

10. Contractor shall cause all Trade Contractors and any other Contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify the county and to hold it harmless from all claims for bodily injury and property damage that arise from said Contractor's operations. Such provisions shall be in form satisfactory to the county.

11. Loss Deduction Clause--The county shall be exempt from, and in no way liable, for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

**L. PREVAILING WAGES:**

Prevailing wage requirements of Art. 5159a Vernon's Texas Civil Statutes apply.

**M. PERMITS:**

It shall be the sole responsibility of the successful bidder to obtain all required permits.

**N. CONTRACTOR'S RESPONSIBILITY FOR WORK:**

1. The Contractor shall supervise and direct the work and shall be solely responsible for all construction methods, techniques, procedures and coordination of the work under this contract.


2. The Contractor shall employ a competent Superintendent who shall be in attendance at the Project Site during the progress of the work. The Superintendent shall be satisfactory to the county and shall not be changed except with the approval of the county.

3. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions in connection with the work. He shall obtain approval for the location of the equipment, supplies and construction access during the work.

4. The Contractor shall take all reasonable precautions necessary for the safety of, and protective procedures to prevent damage, injury or loss to:

- a. All employees of the work and all other persons who may be affected thereby.
- b. All the work and all materials to be incorporated therein, whether all storage on or off the site.
- c. All property at the sites and adjacent thereto including trees, shrubs, lawn walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

5. Materials and Workmanship: All work shall be executed in accordance with the contract documents, complete in all parts and in accordance with approved practices and customs, and of the best finish and workmanship. Unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new.

Initials 

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**N. CONTRACTOR'S RESPONSIBILITY FOR WORK: (cont'd)**

6. Test specimens of the various materials may be requested by the county at any time. The test specimens shall be furnished by the Contractor and test will be made by the county at the expense of the county.

7. All manufacturer products certifications required by the specifications shall be numbered consecutively, dated and submitted to the county as required.

8. **Removal of Defective Work:** If any materials provided under this Contract are condemned as not conforming with the requirements of the contract documents by Commissioner Reynolds, the Contractor shall, within a reasonable time after having received notice from the County Judge to that effect, proceed to remove from the project site all condemned materials, whether worked or not worked and to take down all portions of the work which have been condemned as unsound or improper or is in any way failing to conform to the specifications and Contractor shall make good all work damaged or destroyed thereby, including all adjacent work damaged thereby.

9. **Cleaning:** As directed by the county, the Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the work under this contract. Upon completion of the work, the Contractor shall have the premises in a neat and clean condition.

10. The Contractor shall take particular notice of the following provisions: All employees shall wear hard hats at all times while on the construction project.

11. The county expressly disavows any responsibility for the safety of the Contractor's employees, agents, officers, subcontractors, licensees and guests.

**O. TERMINATION:**

1. The county may terminate the contract if the Contractor:

- a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
- b. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.
- c. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
- d. Otherwise is guilty of substantial breach of a provision of the contract documents.

2. When any of the above reasons exists, the county may, without prejudice to any other rights or remedies of the county and after giving the Contractor and the Contractor's surety, if any, seven days' written notice terminate employment of the Contractor and may, subject to any prior rights of the surety:

- a. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.
- b. Finish the work by whatever reasonable method the county may deem expedient.

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**O. TERMINATION (cont'd):**

3. When the county terminates the contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the work is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

**P. SUSPENSION BY THE OWNER FOR CONVENIENCE:**

1. The county may, without cause, order the Contractor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the county may determine.

2. An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent.

a. That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.

b. That an equitable adjustment is made or denied under another provision of this contract.

3. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

**Q. TAX EXEMPT:**

Texas Sales and Use Taxes: The County of Colorado is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, the county hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this agreement. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

**R. ENCLOSURES:**

The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

1. Enclosure #1--General Requirements.
2. Enclosure #2--Purchase Order Terms and Conditions.
3. Enclosure #3--Worker's Compensation Insurance Coverage.
4. Enclosure #4--Technical Specifications and Drawings.

**TOTAL BID PRICE TO ACCOMPLISH PROJECT ON BRIDGE ON CR 121:**

LABOR:	\$ 51,600.00
MATERIALS:	\$ 77,400.00
TOTAL BID :	\$ 129,000.00

All work required in this invitation for bids will be completed within 365 calendar days after issuance of a purchase order by the County of Colorado.

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CONTRACT SHEET

THE STATE OF TEXAS  
COUNTY OF COLORADO

This memorandum of agreement made and entered into on the 27th day of June 2022, by and between the County of Colorado in the State of Texas (hereinafter designated County), acting herein by the County Judge, Ty Prause, by virtue of an order of Colorado County Commissioners' Court, and Wakefield Bridge, Inc (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the county agree that the bid and specifications for a roadway bridge which are hereto attached and made a part hereof, together with this instrument shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the county agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Colorado, Texas this 27th day of June 2022.

Colorado County, Texas

By: \_\_\_\_\_

County Judge

By: Jenna Popp

Contractor

Purchase Order No. 9817

Contract is not valid until this certificate is signed and purchase order issued.

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**GENERAL REQUIREMENTS**

**VENDOR INSTRUCTIONS:**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the SCOPE, SPECIAL REQUIREMENTS, SPECIFICATIONS, SPECIAL SPECIFICATIONS OR OTHER DATA CONTAINED HEREIN.

**GOVERNING LAW**

Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that the County of Colorado may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

**BID FORM COMPLETION**

Fill out, SIGN, and return to the Colorado County Judge ONE (1) complete bid form. An authorized representative of the bidder must sign the contract sheet. The contract will be binding only when signed by the County Judge, Colorado County and a purchase order authorizing the item(s) desired has been issued.

**BID RETURNS**

Bidders must return all completed bids to the Colorado County Judge no later than 2:00 p.m. on the date specified, clearly marked "Bridge, CR 121". Late bids will not be accepted. Bids must be submitted in a sealed envelope, so contents are not visible, addressed as follows:

**COMMISSIONERS' COURT OF COLORADO COUNTY  
Attn: Ty Prause, Colorado County Judge  
400 Spring St. Rm 107  
Columbus, Texas 78934**

**GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the County of Colorado's interpretation shall govern.

**ADDENDUMS**

When specifications are revised, the Colorado County Judge will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

**HOLD HARMLESS AGREEMENT**

Contractor shall indemnify and hold the County of Colorado harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the county upon request.

**WAIVER OF SUBROGATION**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County of Colorado as an indirect party to any suit arising out of personal or property damages resulting from bidders' performance under this agreement.

ENCLOSURE #1 (NOV 96)

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**SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**BONDS**

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check will not be accepted.

**TAXES**

The County of Colorado is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The County of Colorado claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Colorado County Auditor.

**FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to the County of Colorado. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

**PRICING**

Pricing for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

**SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

**SUPPLEMENTAL MATERIALS**

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts, which may affect the evaluation, and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

**MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County AND using departments, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the County of Colorado. Failure of the bidder to maintain such a file, will be cause to reject any bid applying thereto.

ENCLOSURE #2 (NOV 96)

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**NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the County of Colorado to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. The County of Colorado shall act as sole judge in determining equality and acceptability of products offered.

**EVALUATION**

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the county. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Colorado County Auditor and are presented to the Colorado County Commissioners' Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The County of Colorado reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

**INSPECTIONS**

The County of Colorado reserves the right to inspect any item(s) or service location for compliance with specifications, requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the county can reject the bid as inadequate.

**TESTING**

The County of Colorado reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

**DISQUALIFICATION OF BIDDER**

Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to the County of Colorado certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engages in such line of business. Any or all bids may be rejected if the county believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids are withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn, however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

**AWARDS**

The County of Colorado reserves the right to award this contract on the basis of **LOWEST AND BEST BID** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners' Court and present evidence concerning his responsibility.

**ASSIGNMENT**

The successful vendor may not assign, sell or otherwise transfer this contract without written permission of the Colorado County Commissioners' Court.

**TERM CONTRACTS**

If the contract is intended to cover a specific time period, said time will be given in the specifications under SCOPE. ENCLOSURE #1 (NOV 96)

**MAINTENANCE**

Maintenance required for equipment bid should be available in the County of Colorado by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If the County of Colorado opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

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**CONTRACT OBLIGATION**

Colorado County Commissioners' Court must award the contract and the County Judge must sign the contract before it becomes binding on the County of Colorado or the bidders. Department heads are NOT authorized to sign agreements for the County of Colorado. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

**IRREVOCABLE STATEMENT**

All submitted bids shall be irrevocable for a period of 30 days.

**CONTRACT EXTENSIONS**

Extensions may be made ONLY by written agreement between the County of Colorado and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

**TERMINATION**

The County of Colorado reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the County of Colorado may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the County of Colorado's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

**RECYCLED MATERIALS**

The County of Colorado encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. The County of Colorado will be the sole judge in determining product preference application.

ENCLOSURE #1 (NOV 96)



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**GENERAL SPECIFICATIONS**

**PROJECT ON  
BRIDGE ON CR 121  
INCLUDING**

**CONSTRUCTION AND ERECTION SPECIFICATIONS**

**FOR**

**COLORADO COUNTY COMMISSIONERS' COURT  
DOUG WESSELS, PRECINCT #1**

**MINUTES OF THE COLORADO COUNTY  
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**BRIDGE ON CR 121**

**I. GENERAL CONSIDERATIONS**

**A. DEFINITIONS:**

Whenever used in the specifications or on the drawings, the following meaning shall be given the terms herein defined.

1. "Owner"- County of Colorado, Texas
2. "General Contractor"
3. "Plans"- Design, construction plans and specifications, prepared and furnished by Paul Malek, M.B.C. Management.

**B. WORKMANSHIP AND MATERIALS:**

1. Contractor shall do this work in accordance with the drawings and specifications and in the best and most workmanlike manner by qualified, careful and efficient workers, in strict conformity with the best accepted practices of each craft concerned, and at all times workmanship shall be subject to inspection and approval of the Owner.
2. All material used shall be of top quality and meet with the specified strengths, subject to the inspection and approval of the Owner.
3. Application for minor changes for improving architectural treatment or utilization of available materials shall be made to the Owner.
4. Structural steel connections shall be full strength welded joints and welding shall be done in accordance with American Welding Society requirements, except where shown otherwise or specified otherwise by the Owner.

**C. DRAWINGS AND SPECIFICATIONS:**

1. If a conflict occurs between information on the drawings and information in the specifications, the drawings shall apply unless it is clearly indicated otherwise.
2. Any work called for on the drawings, and not mentioned in the specifications, or vice versa, shall be furnished as though fully set forth in both.
3. Work not particularly detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified.
4. Should an error appear on the drawings or in the specifications, or in the work done by others affecting this work, the Contractor shall notify the Owner at once and proceed according to the Owner's instructions. If the Contractor proceeds with work affected without, or contrary to, the Owner's instructions, he shall (at the Owner's discretion) repair, replace, or make adequate restitution for any resulting damage or defects. This includes typographical errors in the specifications, and notational errors on the drawings where doubtful of interpretation.

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**D. USE OF PREMISES:**

1. The Contractor shall confine his apparatus, storage of materials and construction operations to the limits of the right of way. Any other construction easement or storage easement must be obtained by Contractor.
2. The Contractor shall not load or permit any part of the structure to be loaded to such an extent as to endanger its safety.
3. The Contractor shall enforce any instructions of the Owner regarding signs, advertising, fires, danger signals, and barricades.

**II. LAYOUT**

The owner shall employ competent personnel to lay out all center lines and to set whatever stakes, batter boards and bench marks which in the opinion of the Judge are necessary. The Commissioner may require the Contractor to check all measurements and levels as often as he deems advisable. Before starting the work, the Owner shall verify all lines and levels given on the drawings, and if any discrepancies appear they shall be reported to the Owner at once. The Contractor shall be held responsible for the maintenance of all levels, lines and grades involved in his work.

**III. DESIGN AND LOADING CONSIDERATIONS**

**A. DIMENSIONS:**

1. The bridge deck shall be 40 feet long.
2. The bridge shall have two lane and 28 feet of clearance between rails.

**B. LOADING:**

1. Design load bearing capacity of soil under footings is taken from information shown on the soil test reports furnished by Owner to the Contractor, or by field tests made on foundation excavation by the Contractor.
2. The load carrying capacity shall include the following:
  - a. Dead load weight of the bridge.
  - b. Forces impose laterally by wind and other natural elements.
  - c. Impact considerations.
  - d. Live load imposed by vehicular traffic (to match HS20 Highway loading).
  - e. Provisions to suit temperature changes.

**IV. MISCELLANEOUS**

**A. SANDBLASTING-** Where existing steel shapes are used, sandblast metal to SSPC-SP 10, near white metal, using #4 sand. Remove all visible oil, grease, dirt, dust, milscale, rust, paint, oxides, corrosion products, and other foreign matter. Primer coat shall be applied the same day the sandblasting is done.

**B. PAINTING-** Exposed metal surfaces shall be painted with Inorganic Zinc Primer, Sherwin Williams Zinc Clad 1 (or equal) in accordance with directions and supervision of the Commissioner.

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- C. **EXISTING BRIDGE-** Contractor shall dismantle existing bridge and stack old bridge materials on side of bridge approach. County shall be responsible for disposal of old bridge materials.
- D. **EXCAVATION-** Contractor to provide all excavation necessary to install new bridge. Excavated material not used for backfill shall be removed from site by county.
- E. **BACKFILL-** If extra backfill is necessary, county shall provide suitable backfill material.
- F. **CREEK CHANNEL-** Contractor will excavate channel of creek at bridge area only. If rip rap is necessary in channel, county shall provide and install rip rap.

**END OF SECTION**

**SECTION 01005- SUMMARY OF WORK**

**Descriptive Summary of the Work:** Removal of existing bridge and construction of new bridge.

**Identification:** BRIDGE ON CR 121

**Contract Documents:** Requirements of the work are contained in the contract documents, and include cross-references herein to published information, which is not necessarily bound therewith.

**Listing, Acceptance, Requirements:** Refer to the individual work sections of specifications and other contract documents for requirements of work to be performed as "Alternates". Refer to Contract for indication of which Alternates (as listed in Instructions to Bidders) have been accepted or will be considered for acceptance during construction. Accepted Alternates are in full force and effect, as though included originally in base bid. Each must be completely integrated and coordinated with surrounding work.

**Cutting and Patching:**

**Structural Work:** Do not cut-and-patch structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio. Submit proposal and request and obtain Owner's approval before proceeding with cut-and-patch of structural work.

**Operational/Safety Limitations:** Do not cut-and-patch operational elements and safety components in a manner resulting in decreased performance, shortened useful life, or increased maintenance. Submit proposals and requests and obtain Owner's approvals before proceeding with cut-and-patch of structural work.

**Visual/Quality Limitations:** Do not cut-and-patch work exposed to view (exterior and interior) in a manner resulting in noticeable reduction of visual qualities and similar qualities, as judged by Owner.

**Limitation of Approvals:** Owner's approval to proceed with cutting and patching does not waive right to later require removal/replacement of work found to be cut-and-patched in an unsatisfactory manner, as judged by

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Owner.

**END OF SECTION**

**SECTION 01205- PROCEDURES AND CONTROLS**

**Administration and supervision:**

**Coordination:** Coordinate various elements of the work and entities engaged to perform work; and coordinate the work with existing facilities/conditions, and with work by separate contractors (if any) and by Owner.

**Surveying/Recording:**

**General:** Working from established lines and levels at or near project site, establish and maintain dependable markers for lines and levels of the work, including markers for each story of construction. Calculate dimensions and measure for layout of work; do not scale the drawings. Maintain surveyor's log of layout work. Record deviations (if any) from drawing information on existing conditions, and review with owner at time of discovery.

**Inspections and Testing:**

**General:** Provide required inspection and testing services specified to be by independent agencies, where not indicated specifically as Owner's responsibility (this provision supplements General Conditions). Neither inspection-and-test results nor failure thereof to disclose deficiencies relieves Contractor of responsibility to comply with requirements of contract documents. Provide services to inspection and testing agencies (Owner's and Contractor's), including taking and delivery of samples, patching work and similar assistance. Require engaged agencies to perform indicated testing and submit reports promptly; and to report significant observations having an important bearing on the work, to the Owner by the most expeditious means possible.

**Preparation for Installation:**

**Pre-Installation Conference:** Prior to starting installation of each major component of the work, hold a pre-installation conference, attended by each entity involved or affected by planned installation.

Review significant aspects of requirements for the work. Record discussion and distribute as plan of action. Pre-installation conferences are specifically required for (but not limited to) the following installations:

Foundation work in completed excavations.

**Anchor work securely** in place, properly located by measured line and level, organized for best possible uniformity, visual effect, operational efficiency, durability, and similar benefit to Owner's use. Isolate non-compatible materials from contact, sufficiently to prevent deterioration.

**Cleaning and Protection:**

**General:** Clean each element of work at time of installation. Provide sufficient maintenance and protection

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during construction to ensure freedom from damage and deterioration at time of substantial completion.

**END OF SECTION**

**SECTION 01505- TEMPORARY FACILITIES**

**General Definitions:**

**Refer to General Conditions** for basic commitments to provide temporary facilities. This section specifies certain minimum temporary facilities to be provided, regardless of methods and means selected for performance of the work, but not by the way of limitation and not assured for compliance with governing regulations. Use of alternate temporary facilities is Contractor's option, subject to Owner's acceptance. Temporary facilities are defined to exclude tools and construction machines, testing, demolition, alterations, soil borings, mock-ups and similar items.

**Costs:** Except as otherwise indicated, costs associated with temporary facilities are Contractor's (in Contract Sum), including power/fuel/water usage until time of substantial completion for each major area of project. Temporary facilities remain property of Contractor.

**Temporary Support Facilities:**

**General:** Provide facilities and services as may be needed to properly support primary construction process and meet governing regulations. Do not use permanent facilities except as otherwise indicated, and except after time of substantial completion.

**Toilets:** Where permitted by governing regulations, provide single-occupant, self-contained units; glass fiber reinforced polyester enclosure; equipped with both urinal and stool fixtures. Supply units with tissue and, where not located near separate wash facilities, supply with wet-type hand towels and wash containers. Locate units so that personnel with travel no more than 300'.

**Security and Protection:**

**General:** Provide facilities and services as necessary to effectively protect from losses and persons from injury during the course of construction.

**Barricades:** County will provide and maintain barricades at hazardous locations; complete with signs, general lighting, warning lights and similar devices where appropriate or required by regulations.

**Environmental Protection:** Review exposure to possible environmental problems, with Owner. Establish procedures and discipline among tradesmen and provide needed facilities which will protect against environmental problems (pollution of air, water and soil, excessive noise, and similar problems).

**END OF SECTION**

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**SECTION 01705- PROJECT CLOSEOUT**

**General Definitions:**

The provisions of this section apply primarily to closeout of actual physical work, not to administrative matters such as final payment and changeover of insurances. Closeout requirements relate to both final completion and substantial completion of work, and apply to individual portions of completed work as well as the total work. Specific requirements in other sections have precedence over general requirements of this section.

**Procedures at Substantial Completion:**

**Prerequisites:** Comply with General Conditions and complete the following before requesting Owner's inspection of the work, or designated portion thereof, for substantial completion:

Complete final cleaning, and remove temporary facilities and tools.

**Inspection Procedures:** Upon receipt of Contractor's request, Owner will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Owner will either prepare certificate of substantial completion or advise Contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

**Procedures at Final Acceptance:**

**Re-inspection Procedure:** Upon receipt of Contractor's notice that work has been completed, including punch-list items resulting from earlier inspections and accepting incomplete items delayed because of acceptable circumstances. Owner will re-inspect work. Upon completion of re-inspection, Owner will either recommend final acceptance and final payment, or advise Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.

**Record Documentation:**

**Record Drawings:** Maintain a complete set of blue/black-line prints of contract drawings and shop drawings for record mark-up purposes throughout the Contract Time. Mark-up drawings during course of the work to show changes and actual installation conditions, sufficient to form a complete record for Owner's purposes. Give particular attention to work, which may require servicing or replacement during life of project. Require entities marking prints to sign and date each mark-up. Bind prints into manageable sets, with durable paper covers, appropriately labeled.

**Final Cleaning:** At closeout time, clean or re-clean entire work to normal level for "first class" maintenance/cleaning of building projects of a similar nature. Remove non-permanent protection and labels, touch-up minor finish damage, remove debris and broom-clean non-occupied spaces, sweep and wash paved areas, police yards and grounds, and perform similar cleanup operations needed to produce a "clean"

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condition as judged by Owner.

**END OF SECTION**

SECTION 022110- SITE CLEARING

Protections: Provide temporary fences, barricades, coverings, or other protections to preserve existing items indicated to remain and to prevent injury or damage to persons or property. Apply protections to adjacent properties as required.

Restore damage work to condition existing prior to start of work, unless otherwise directed.

Do not interfere with normal traffic on roads, streets, walks, and other adjacent occupied or used facilities. Provide alternate routes around closed or obstructed traffic ways as required by governing regulations.

Demolition: Includes complete wrecking of structures and removal and disposal of demolished materials from site. Comply with applicable codes and ordinances of authorities having jurisdiction concerning demolition operations.

Salvable items may be removed after demolition work starts; storage or sale on site of removed items will not be permitted.

Control air pollution caused by dust and dirt; comply with governing regulations.

Fill below-grade areas and void resulting from demolition operations. Use satisfactory soil materials, placed in 6" deep horizontal layers with each layer thoroughly compacted.

Grade ground surface to conform to required contours and to provide surface drainage.

Dispose of removed and demolished items, including trash and debris, off Owner's property.

Burning of waste materials on site is not permitted.

**END OF SECTION**

SECTION 02151- SHORING AND BRACING

Extent of shoring and bracing work is the responsibility of the General Contractor and shall comply with OSHA.

Supervision: Assign supervision of shoring and bracing work to a qualified foundation consultant.

Regulations: Comply with local codes and ordinances of governing authorities having jurisdiction.

Job Conditions: Before starting work, check and verify governing dimensions and elevations. Survey conditions of adjoining properties; take photographs, record existing settlement or cracking of structures,



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pavements, and other improvements. Prepare list of such damages, verified by dated photographs, and signed by Contractor and others conducting investigation.

Survey adjacent structures and improvements; establishing exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations. Locate datum level used to establish benchmark elevations sufficiently distant so as not to be affected by movement resulting from excavation operations.

During excavation; re-survey benchmarks weekly. Maintain accurate log of surveyed elevations for comparison with original elevations. Promptly notify Owner if changes in elevations for comparison with original elevations sufficiently distant so as not to be affected by movement resulting from excavation operations.

Materials: Provide suitable shoring and bracing materials, which will support loads imposed. Materials need not be new, but should be in serviceable condition.

Shoring: Protect site from caving and unacceptable soil movement. Where shoring is required, locate system to clear permanent construction and to permit forming and finishing of concrete surfaces. Provide shoring system adequately anchored and braced to resist earth and hydrostatic pressures.

Shoring systems retaining earth on which support of stability of exiting structures is dependent must be left in place at completion of work. If wood is part of shoring system near exiting structures, use pressure preserved treated material or remove before placement of backfill.

Bracing: Locate bracing to clear columns, floor framing construction, and other permanent work. If necessary to move a brace, install new bracing prior to removal of original brace. Do not place bracing where it will be cast into or included in permanent concrete work, except as otherwise acceptable to Owner. Install internal bracing, if required, to prevent spreading or distortion to braced frames. Maintain bracing until structural elements are replaced by other bracing or until permanent floor construction is able to with stand lateral earth and hydrostatic pressures. Remove sheeting, shoring and bracing in stages to avoid disturbance to underlying soils and damage to structures, pavements, facilities, and utilities.

**END OF SECTION**

**SECTION 02200- EARTHWORK**

Existing Utilities: Locate by hand excavation and provide protection from drainage. Cooperate with Owner and utility companies for maintaining services. Do not break utility connections without providing temporary services.

Repair damages to existing utilities as directed by utility company.

Protections: Protect structures, utilities, sidewalks, pavements, and other facilities in area of work. Barricade open excavations and provide warning lights. Comply with regulations of authorities having jurisdiction.

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Provide bracing and shoring as required in excavations, to maintain sides and to protect adjacent structures from settlement, complying with local codes and regulations. Maintain until excavations are back-filled.

Sub-base Fill Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, or crushed slag free of vegetation, debris, or other objectionable materials.

Excavation: Remove and dispose of material encountered to obtain required sub-grade elevations, including pavement, obstructions visible on ground surface, underground structures and utilities indicated to be removed.

Rock excavation (boulders over ½ cu. Yd., solid rock in ledges, and rock-hard cementitious aggregate deposits), if encountered, will be paid for in accordance with contract conditions relative to changes in work.

Unauthorized excavation (removal of materials beyond indicated sub-grade elevations) may be filled with lean concrete, or corrected by extending indicated bottom elevation of footing to lower elevation, as acceptable to Owner.

Stockpile excavated materials where directed, until required for backfill and fill.

Excavate for structure to elevations and dimensions shown, extending excavation a sufficient distance to permit placing and removal of other work and for inspection. Trim bottom to required lines and grades to provide solid base to receive concrete.

If unsatisfactory soil materials are encountered at design elevations, continue excavation as directed by Owner. If conditions are not a result of Contractor's negligence, additional excavation will be measured as directed by Owner and paid for in accordance with contract conditions relative to changes in work.

Backfill and Fill: Place and compact acceptable soil material in layers to required elevations. Use soil material free of clay, rock or gravel larger than 2" in any dimension, debris, vegetable matter, waste, and frozen materials.

Backfill excavations: As promptly as work permits.

Prepare ground surface to receive fill by removing vegetation, debris, unsatisfactory soil materials and obstructions. Scarify as required so that fill material will bond with existing surface.

Place backfill and fill materials in layers not more than 8" in loose depth; compacting each layer to the required maximum density. Do not place materials on surfaces that are muddy, frozen, or contain ice or frost.

Compaction: Compact each layer or backfill and fill soil materials and the top 12" of sub-grade for structures, slabs, and pavements to 90% maximum density of cohesive soils and 95% for cohesionless soils. At lawns or unpaved areas: 85% maximum density for cohesive soils and 90% for cohesion less soils.

Pavement Sub-base Course: Place sub-base material in layers of indicated thickness, over sub-grade surface to support walks and pavement. Place single layer for course 6" thick or less and equal layers for courses more

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than 6" thick. Compact each lift.

Grading: Grade areas indicated, including adjacent transition areas, with uniform levels or slopes between finish elevations. Shape surface of areas to within 0.10' above or below required sub-grade elevation, compacted as required.

Maintenance: Repair and re-establish grades in settled, eroded, rutted, or otherwise damaged areas. In damaged compacted areas, scarify surface, re-shape, and compact to required density prior to further construction.

Disposal: Transport acceptable excess excavated material to designated soil storage areas on site, stockpile or spread as directed. Remove and dispose of unacceptable excavated material, trash, and debris from site.

Disposal: Remove excess excavated material, trash, debris, and waste material from site.

**END OF SECTION**

**SECTION 022360- DRIVEN PILES**

Welder Qualifications: Qualify welders, welding processes and procedures in accordance with AWS "Structural Welding Code".

Driving Records: Submit copies of driving record of each pile not later than 2 days after driving. Include project name and number, name of Contractor, pile location and number, computed pile capacity, type and size of hammer used, type of pile driving cap used, rate of operation of pile driving equipment, pile dimensions, elevation of point, elevation of butt before and after cut-off, ground elevation, continuous record of number of blows for each foot of penetration, pile deviation, pile uplift and reaction, and any unusual occurrences during pile driving.

Protection: Protect structures, underground utilities and other construction from damage caused by pile driving operations. Pre-excavate for piles if required.

**Steel H-Section Piles:**

Steel: Hot-rolled carbon steel structural shapes and plates, complying with ASTM A 36.

Provide pile point reinforcement of same basic steel as pile sections. Weld web reinforcement plates with a continuous fillet weld on top and bottom edge only; weld flange reinforcement plates, angles or shapes with a continuous fillet weld on edges; unless otherwise indicated.

**Driving Piles:**

General: Continuously drive piles at locations indicated, to require point elevation and driving resistance established by driving and loading of test piles.

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Carefully maintain center of gravity for each group or cluster of piles to conform to locations shown on drawings.

Carefully plumb leads and pile before driving. Take care during driving to prevent and to correct any tendency of piles to twist or rotate.

Driving Tolerances: Drive piles within following maximum tolerances:

Location: 6" from location indicated for center of gravity of each single pile or pile groups; 1" for piles under walls.

Plumbness: Maintain 1" in 10'-0" from vertical, or a maximum of 4", measured when the pile is above ground, in leads.

Batter Angle: Maximum 1" in 10'-0" from required angle; measured when pile is above ground, in leads.

Damaged or Misdriven Piles: Damaged piles and piles driven outside required driving tolerances will not be accepted. Withdraw piles rejected after driving, and replace with new piles. Piles rejected after driving may be abandoned and cut-off, and additional piles driven to replace rejected units at designated locations.

Cutting-off: Cut-off tops of driven piles, square with pile axis and at elevations indicated. Dispose of excess materials off site. Re-coat cut-off tops of piles which have a protective coating. Use materials and methods to conform with existing coating.

Hammer shall weigh between 2000 and 5000 pounds. The minimum hammer energy, in foot-pounds, shall be 250 times the design load in tons. The drop shall be regulated to avoid injury to the piling, but in no case, shall the drop be greater than 10 feet. Ten ton loading minimum required.

Bearing Evaluation: Unless otherwise shown on the plans, the dynamic bearing resistance of piling shall be determined by the following formula:

Gravity Hammers

1. 
$$P = \frac{2WH}{S+1.0}$$

2. When energy delivered (@ X H) by gravity hammer is 24,000 foot-pounds or greater, and the penetration does not exceed ½ inch per blow for the last 40 blows delivered (without increasing), determine bearing resistance by:

$$P = \frac{2WH}{3S}$$

Where,

P=Dynamic resistance in pounds,

S=Average penetration in inches, per blow, for the last 20 blows,

W=Weight of ream, in pounds

H=Height of fall of ram, in feet.

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**Measurement and Payment:**

Test piles that become part of completed foundation system will be considered as an integral part of work. No payment will be made for rejected piles, including piles driven out of place, imperfect piles, or piles damaged in driving or handling.

**END OF SECTION**

**SECTION 03010- CONCRETE**

**Codes and Standards:** ACI 301 "Specifications for Structural Concrete Buildings"; ACI 318, "Building Code Requirements for Reinforced Concrete", comply with applicable provisions except as otherwise indicated.

**Concrete Testing Service:** Employ acceptable testing laboratory to perform materials evaluation, testing and design of concrete mixes.

**Owner** will employ separate testing laboratory to evaluate concrete delivered to and placed at site.

**Quality Control:** Owner's testing laboratory will perform sampling and testing during concrete placement, which may include the following, as directed by Owner. This testing does not relieve Contractor of responsibility of providing concrete in compliance with specifications. Contractor may perform additional testing as necessary, at no expense to Owner, to ensure quality of concrete.

**Sampling:** ASTM C 172

**Slump:** ASTM C 143, one test for each load at point of discharge. (Max. 5")

**Air Content:** ASTM C 173, one for each set of compressive strength specimens.

**Compressive Strength:** ASTM C 39, one set for each truck for deck concrete and one set each 20 cu. Yds. or fraction thereof of each class of concrete; 2 specimens tested at 7 days, 3 specimens tested at 28 days, and one retained for later testing if required.

**Test results** will be reported in writing to Owner, Contractor and concrete producer on same day tests are made.

**Manufacturer's Data:** Submit manufacturer's product data with installation instructions for proprietary materials including reinforcement and forming accessories, admixtures, joint materials, hardeners, curing materials and others as requested by Owner.

**Laboratory Reports:** Submit 2 copies of laboratory test or evaluation reports for concrete materials and mix designs.

**Mix Proportions and Design:** Proportion mixes by either laboratory trial batch or field experience method complying with ACI 301.

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Submit written report to Owner for each proposed concrete mix at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed and are acceptable to Owner.

Mix designs may be adjusted when material characteristics, job conditions, weather, test result or other circumstances warrant. Do not use revised concrete mixes until submitted to and accepted by Owner.

Use air-entering admixture in all concrete, providing not less than 4% or more than 8% entrained air for concrete exposed to freezing and thawing, and from 2% to 4% for other concrete.

Concrete Materials:

Portland Cement: ASTM C 150, type as required.

Aggregates: ASTM C 33, except local aggregates of proven durability may be used when acceptable to Judge.

Water: Clean drinkable.

Air Entraining Admixture: ASTM C 260.

Water-Reducing Admixture: ASTM C 494. Only use admixtures which have been tested and accepted in mix designs, unless otherwise acceptable.

Form Materials:

Provide form materials with sufficient stability to withstand pressure of placed concrete without bow or deflection.

Exposed Concrete Surfaces: Suitable material to suit project conditions.

Reinforcing Materials:

Deformed Reinforcing Bars: ASTM A 615, Grade 60 unless otherwise indicated.

Welded Wire Fabric: ASTM A 185.

Forming and Placing Concrete:

Ready-Mix Concrete: ASTM C 94.

Form work: construct so that concrete members and structures are of correct size, shape, alignment, elevation and position.

Provide openings in formwork to accommodate work of other trades. Accurately place and securely support items built into forms.

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Clean and adjust forms prior to concrete placement. Apply form release agents of wet forms, as required. Retighten forms during concrete placement if required to eliminate mortar leaks.

Reinforcement: Position, support and secure reinforcement against displacement. Locate and support with metal chairs, runners, bolsters, spacers, and hangers, as required. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

Install welded wire fabric in as long lengths as practicable, lapping at least one mesh.

Joints: Provide construction, isolation, and control joints as indicated or required. Locate construction joints so as to not impair strength and appearance of structure. Place isolation and control joints in slabs-on-ground to stabilize differential settlement and random cracking.

Installation of Embedded Items: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by cast-in-place concrete. Use setting diagrams, templates and instructions provided by others for locating and setting.

Concrete Placement: Comply with ACI, placing concrete in a continuous operation within planned joints or sections. Do not begin placement until work of other trades affecting concrete is completed.

Consolidate placed concrete using mechanical vibrating equipment with hand rodding and tamping, so that concrete is worked around reinforcement and other embedded items and into forms.

Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement and curing.

In hot weather comply with ACI 318.

Concrete Finishes:

Exposed-to-view-Surfaces: Provide a smooth finish for exposed concrete surfaces and surfaces that are to be covered with a coating or covering or covering material applied directly to concrete. Remove fins and projections, patch defective areas with cement grout, and rub smooth.

Curing: Begin initial curing as soon as free water has disappeared from exposed surfaces. Where possible, keep continuously moist for not less than 72 hours. Continue curing by use of moisture-retaining cover or membrane-forming curing compound. Cure formed surfaces by moist curing until forms are removed. Provide protections as required to prevent damage to exposed concrete surfaces.

Concrete shall be free to cure under exposure to normal atmospheric conditions existing at job site unless specified otherwise. During hot weather curing, apply 1100-CLEAR all-resin, water emulsion concrete curing compound.

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**SECTION 005120- STRUCTURAL STEEL**

**Codes and Standards:** AISC "Code of Standard Practice for Steel Buildings and Bridges"; AISC "Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings: including "Commentary", AWS "Structural Welding Code"; comply with applicable provisions except as otherwise indicated.

**Shop Drawings:** Show complete details and schedules (if required) for fabrication, assembly and erection. Furnish anchor bolts required for installation in other work; furnish templates for bolt installation.

**Steel Pipe:** ASTM A 53, Type E or S, Grade B.

**Fasteners:** High-strength bolts and nuts, ASTM A 325 or A 490; unfinished bolts and nuts, ASTM A 307, Grade A.

**Shop Paint:** FS TT-P\_86, Type II; or, SSPC-Paint 14.

**Fabrication:** Comply with AISC "Specifications" and final shop drawings. Mark and match- mark units for field assembly.

**Connections:** As shown on drawings. Use high-strength bolts for field connections, except as otherwise indicated.

**Comply with AWS** Code for procedures, appearance, and quality of welds.

**Provisions for Other Work:** Fabricate structural steel members or portions of members embedded in concrete or mortar, and contact areas to be welded or riveted. Clean steel free of loose mill scale, rust, oil and grease. Apply prime paint to provide a minimum dry film thickness of 2.0 mils.

**Erection:** comply with AISC Code and Specifications, and maintain work in safe and stable condition during erection. Provide temporary bracing and shoring as required; remove when final connections are placed.

**END OF SECTION**

**SECTION 05500- METAL FABRICATION**

**Codes and Standards:** AISC "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings", AWS "Structural Welding Code"; Comply with applicable provisions unless otherwise indicated.

**Inserts and Anchorage's:** Furnish inserts and anchoring devices to be built into other work for installation of miscellaneous metal items; coordinate delivery to job site to avoid delay.

**Steel Plates, Shapes, Bars:** ASTM A 26.



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Cold-formed Steel Tubing: ASTM A 500, Grade B.

Steel Pipe: ASTM A 53, Type E or S, Grade B.

Structural Cold-Rolled Steel Sheets: ASTM A 570.

Galvanized Structural Steel Sheets: ASTM A 466, Coating Designation G 90.

Concrete Inserts: Malleable iron (ASTM A 47) or cast steel (ASTM A 27) inserts, with steel bolts, washer and shims; hot dip galvanized.

Shop Paint: FS TT-P-86, Type II, or SSPC- Paint 14. Apply to clean and degreased steel surfaces at rate to provide a 2.0-mil dry film thickness.

Galvanizing: ASTM A 386 for assembled products; A 153 for iron and steel hardware.

Fabrication, General: Use materials of size and thickness shown or, if not shown, of required size, grade and thickness to produce strength and durability in finished product. Shop-paint all items not specified to be galvanized after fabrication. Weld corners and seams continuously, grind exposed welds smooth and flush. Form exposed connections with hairline, flush joints; use concealed fasteners where possible.

**END OF SECTION**



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

**WAKEFIELD BRIDGE, INC.  
JOB REFERENCES**

WHARTON COUNTY, PCT 1  
RICHARD ZAHN  
309 E. MILAM STE 300  
WHARTON, TX 77488  
130' BRIDGE CONSTRUCTION

DEWITT COUNTY, PCT 1  
COMMISSIONER CURTIS AFFLERBACH  
361-275-6441

FAYETT COUNTY, PCT 4  
COMMISSIONER DREW BROSSMANN  
979-250-1356  
80' BRIDGE CONSTRUCTION

GUADALUPE COUNTY ROAD AND BRIDGE  
MARK GREEN  
830-305-2948

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

June 27, 2022

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor doing business with local governmental entity		OFFICE USE ONLY
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>Date Received</p>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="font-size: 1.2em; margin-left: 20px;">Wakefield Bridge, Inc</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; font-size: 1.2em; margin-left: 100px;">Colorado County</p> <p style="text-align: center; margin-left: 100px;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No         </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No         </p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p style="margin-left: 20px;">  _____              Signature of vendor doing business with the governmental entity           </p> <p style="margin-left: 400px;">             6/15/22 _____              Date           </p>		

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022

**RESIDENCE CERTIFICATION**

Pursuant to Texas Government Code 2252.001 *et seq.*, as amended, Colorado County requests Residence Certification. 2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of a governmental contract; pertinent provisions of 2252.001 are stated below:

"Nonresident bidder" refers to a person who is not a resident

"Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Wakefield Bridge, Inc. is a Resident Bidder of  
(Company Name)  
Texas as defined in Government Code 2252.001

I certify that \_\_\_\_\_ is a Nonresident Bidder of  
(Company Name)  
Texas as defined in Government Code 2252.001 and our principal place of business is  
located in \_\_\_\_\_  
(City and State)

Jenna Popp  
Signature of Authorized Company Official

Jenna Popp  
Printed Name of Authorized Company Official

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

June 27, 2022



WAKEBRI-01

NORSAK

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
6/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Net, Inc. 101 W. Caney Wharton, TX 77488	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (979) 532-1011		FAX (A/C, No): (979) 532-8519
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A:</b> Crum & Forster			
<b>INSURER B:</b>			
<b>INSURER C:</b>			
<b>INSURER D:</b>			
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**INSURED**  
  
 Wakefield Bridge Inc  
 3360 CR 154  
 Wharton, TX 77488

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLO087342	3/8/2022	3/8/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 TOTAL POLICY AG \$ 6,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			SEO117633	3/8/2022	3/8/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The General Liability Policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability Policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

Project No: 22-002  
 Bridge on CR 121

<b>CERTIFICATE HOLDER</b>  Colorado County 400 Spring Street, Room 107 Columbus, TX 78934	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022



Surety Group  
801 S Figueroa Street, Suite 700  
Los Angeles, CA 90017 USA  
Tel: 310-649-0990

Bond Number: N/A

**BID BOND**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, Wakefield Bridge, Inc  
\_\_\_\_\_ (hereinafter  
called Principal), as Principal, and U.S Specialty Insurance Company  
\_\_\_\_\_, a corporation organized and existing under the laws of Texas,  
(hereinafter called Surety) as Surety, are held and firmly bound unto Colorado County, Texas  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter called Obligee) as Obligee, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ percent (\_\_\_\_%) of amount bid not to exceed

One Hundred Twenty- Nine Thousand and 00/100\*\*\*\*\* Dollars (\$ 129,000.00\*\*\*\*\*) for the  
payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors  
and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,** That, whereas the Principal has submitted or is about to submit  
a proposal to the Obligee on a contract for Project No: 22-002  
Bridge on CR 121

**NOW, THEREFORE,** if the said contract be awarded to the Principal and the Principal shall, within such time as  
may be specified, enter into the contract in writing, then this obligation shall be void. If the Principal shall fail to do  
so, then the undersigned shall pay the obligee the damages which the obligee may suffer by reason of such failure  
up to and not exceeding the penal sum of the bond.

Signed and sealed this 16th day of June, 2022.

Principal: Wakefield Bridge, Inc

By: Jenna Popp

Surety: U.S Specialty Insurance Company

By: David M. Carlson  
David M. Carlson Attorney-In-Fact

Any claims under this bond may be addressed to the Surety at the following address:

U.S. Specialty Insurance Company

801 South Figueroa Street, Suite 700

Los Angeles, CA 90017

Attention: \_\_\_\_\_

Tel: (310) 649-0990

E-mail: \_\_\_\_\_



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022



TOKIO MARINE  
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

David M. Carlson of Wharton, Texas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Ten Million\*\*\*\*\* Dollars (\*\*\*\$10,000,000.00\*\*\*). This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1<sup>st</sup> day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

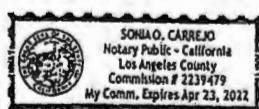
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1<sup>st</sup> day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 16<sup>th</sup> day of June, 2022.

Corporate Seals  
Bond No. N/A  
Agency No. 100709



Kio Lo, Assistant Secretary

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

**U.S. Specialty Insurance Company**

**TEXAS COMPLAINT NOTICE**

**IMPORTANT NOTICE**

1. To obtain information or make a complaint:
2. You may contact your agent.
3. You may call the company's toll free telephone number for information or to make a complaint at:

**1-800-486-6695**

4. You may also write to the company at:

801 S. Figueroa Street, Suite 700  
Los Angeles, CA 90017

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

6. You may write to the Texas Department of Insurance at:

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax No. (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

7. **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. **ATTACH THIS NOTICE TO YOUR POLICY**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

- Para obtener informacion o para someter una queja:
- Puede comunicarse con su agente.
- Usted puede llamar al numero de telefono gratis de la compania's para informacion o para someter una queja al:

**1-800-486-6695**

- Usted tambien puede escribir a la compa ia:

801 S. Figueroa Street, Suite 700  
Los Angeles, CA 90017

- Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos, o quejas al:

**1-800-252-3439**

- Puede escribir al Departamento de Seguros de Texas al:

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax No. (512) 490-1007  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

7. **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

8. **UNA ESTE AVISO A SU POLIZA**

Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

- \_\_6. Award bid to construct bridge on County Road 103 at Skull Creek Tributary, Precinct No. 4.  
(Gertson)**

**Motion by Commissioner Gertson to award bid to construct bridge on County Road 103  
at Skull Creek Tributary; seconded by Judge Prause; 4 ayes 0 nays; motion carried;  
it was so ordered.**

**(See Attachment)**



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022

COLORADO COUNTY BID 22-001

COLORADO COUNTY REQUESTS BIDS FOR  
BRIDGE ON  
CR 103 @ SKULL CREEK TRIBUTARY

ISSUED BY: THE COLORADO COUNTY COMMISSIONERS' COURT

Sealed bids, subject to the Terms and Conditions of this Invitation for Bids, for BRIDGE ON CR 103 @ SKULL CREEK TRIBUTARY, as described in the attached specifications, will be received in the Office of the County Judge, Colorado County Courthouse, 400 Spring St., Room 107 Columbus, Texas 78934 until 2:00 p.m. on June 22, 2022. Bids received after the specific time will be returned unopened.

Wakefield Bridge, Inc.  
LEGAL NAME OF CONTRACTING COMPANY

76-0481911  
FEDERAL I.D.# (Company or Corporation)

SOCIAL SECURITY # (Individual)

9795330820  
TELEPHONE NUMBER

FASCIMILE NUMBER

Jared Wakefield  
CONTACT PERSON

President  
TITLE

260 Valli Rd  
COMPLETE MAILING ADDRESS

Wharton, Tx  
CITY & STATE

77488  
ZIP CODE

Same  
COMPLETE STREET ADDRESS

CITY & STATE

ZIP CODE

Initials 

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

COLORADO COUNTY BID 22-001

1

**A. SCOPE:**

It is the intent of the County of Colorado to contract for only materials, equipment, tools, services, labor and supervision necessary to construct bridge on BRIDGE ON CR 103 @ SKULL CREEK TRIBUTARY as specified herein.

**B. POINT OF CONTACT:**

Point of contact will be Colorado County Commissioner Darrell Gertson at 979-234-2633.

**C. BID FORM COMPLETION:**

**Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Colorado County Judge one (1) complete bid form. An authorized representative of the bidder must sign the contract sheet. The contract will be binding only when signed by the County Judge, Colorado County and a purchase order authorizing the item(s) desired has been issued.**

**D. COMPLETION TIME AND PAYMENT:**

1. The county shall pay the Contractor in current funds for the Contractor's performance of the contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the County of Colorado.

2. Based upon Applications for Payment submitted to Commissioner Gertson the county shall make progress payments on account of the contract sum to the Contractor as provide below and elsewhere in the contract documents.

- a. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- b. Provided an Application for Payment is received by the County Auditor, payment shall be made by the county within 30 days after the County Auditor receives the application for payment.
- c. Application for Payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the Application for Payment.
- d. Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:
  1. Take that portion of the contract sum properly allocable to completed work less retainage of ten percent (10%).
  2. Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the complete construction (or, if approved by the county, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).
  3. Subtract the aggregate of previous payments made by the county.
  4. The progress payment amount determined in accordance with Paragraph 2 b., above shall be further modified under the following circumstances:

Add, upon substantial completion of the work, a sum sufficient to increase the total payment

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

COLORADO COUNTY BID 22-001

1

**D. COMPLETION TIME AND PAYMENT: (cont'd)**

one hundred percent (100%) of the contract sum, less such amounts as the county's representative shall determine for incomplete work and unsettled claims.

5. Final payment, constituting the entire unpaid balance of the contract sum, shall be made by the county to the Contractor when the contract has been fully performed by the Contractor.

**E. REFERENCES:**

All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients name, contact person and telephone number.

**F. ADDENDA:**

No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Commissioner Darrell Gertson, 310 S. McCarty, Eagle Lake, TX 77343, 979-234-2633.

**G. BID BOND:**


All bidders must submit, **WITH BID**, a cashier's check or certified check for five percent (5%) of the total bid price, payable to the order of the County of Colorado or a Bid Bond in the same amount issued by a surety, acceptable to the County of Colorado, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidders' cashier's check or certified check will be returned only after a written request to do so is received by the Colorado County Auditor.

**H. PERFORMANCE AND PAYMENT BONDS:**

In the event the total accepted bid price exceeds \$25,000 the successful bidder must provide to the Office of the County Auditor, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. COLORADO COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SURETY COMPANY PROPOSED BY THE BIDDER. IN THE EVENT COLORADO COUNTY REJECTS THE PROPOSED SURETY COMPANY, THE BIDDER WILL BE AFFORDED FIVE (5) ADDITIONAL DAYS TO SUBMIT THE REQUIRED BONDS ISSUED BY A SURETY COMPANY ACCEPTABLE TO COLORADO COUNTY.

**I. POWER OF ATTORNEY:**

An Attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

Initials 

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

COLORADO COUNTY BID 22-001

1

**J. INSURANCE:**

1. All bidders must submit, **WITH BID**, a certificate of insurance indication coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, **WITH BID**, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to the county, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the Contractor named therein, if successful, upon award of this contract.

2. The successful bidder shall obtain at its sole expense, and shall submit to the office of the County Auditor, certificates of insurance satisfactory to the county, naming the county, the Contractor and its employees as insured.

a. Workers Compensation: See Worker's Compensation Insurance Coverage Statement at Enclosure#4.

b. Employer's Liability: \$500,000

c. General liability including:

1. Premises/Operations
2. Products/Completed Operation
3. Contractual
4. Owner's Protective
5. Personal Injury/Advertising Liability
6. Mobile Equipment

General liability limits shall be equal to or greater than:

1. \$100,000 Bodily Injury per person. 300,000 Bodily Injury per occurrence.  
\$100,000 Property Damage per occurrence; or,

2. \$500,000 Bodily Injury and Property Damage combined, two limit.

Specify annual aggregate, if any. The minimum available annual aggregate for the purposes of this Agreement shall be \$1,000,000. Claims-made policies shall not be acceptable. All policies shall be occurrence basis.

d. Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

1. \$100,000 Bodily Injury per person. \$300,000 Bodily Injury per occurrence.  
\$100,000 Property Damage per occurrence; or,

2. \$500,000 Bodily Injury and Property Damage combined, two limit.

e. Excess Liability Coverage shall be greater than or equal to \$1,000,000 combined, two limit. Specify aggregate, if any.

3. Contractor shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by the county.

4. No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to the county.

5. Approval of the insurance by the county shall not relieve or decrease the liability of the Contractor.





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**K. INDEMNIFICATION:**

Contractor agrees to indemnify, defend and hold the county harmless from each and every claim, demand, suit, action, proceeding, lien or judgement caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Agreement.

1. Contractor shall timely report all such matters to the county and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month, provide the county with a written report on each such matter covered by this paragraph and by paragraph 2 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the county required by Contractor in the defense of each matter.
2. The county shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, the county shall fully cooperate with Contractor in its defense of each such matter.
3. Contractor's duty to defend, indemnify and hold the county harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by the county in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.
4. In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, the county shall promptly reimburse Contractor for its costs of defense.
5. In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by the county, the county shall have the obligation to participate in the defense of the matter through separate counsel.
6. Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to the county or and shall not involve or require any payments or contributions by the county.
7. In the event of any final judicial determination or award of any matter covered by this section the county shall be responsible to third parties, pro rata, for any negligence determined to have been caused by the county.
8. Contractor's indemnification shall cover, and Contractor agrees to indemnify the county, in the manner provided for and to the extent described above, in the event the county is found to have been negligent for having selected Contractor to perform the work described in this Agreement.
9. The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.



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**K. INDEMNIFICATION: (cont'd)**

10. Contractor shall cause all Trade Contractors and any other Contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify the county and to hold it harmless from all claims for bodily injury and property damage that arise from said Contractor's operations. Such provisions shall be in form satisfactory to the county.

11. Loss Deduction Clause--The county shall be exempt from, and in no way liable, for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

**L. PREVAILING WAGES:**

Prevailing wage requirements of Art. 5159a Vernon's Texas Civil Statutes apply.

**M. PERMITS:**

It shall be the sole responsibility of the successful bidder to obtain all required permits.

**N. CONTRACTOR'S RESPONSIBILITY FOR WORK:**

1. The Contractor shall supervise and direct the work and shall be solely responsible for all construction methods, techniques, procedures and coordination of the work under this contract.

2. The Contractor shall employ a competent Superintendent who shall be in attendance at the Project Site during the progress of the work. The Superintendent shall be satisfactory to the county and shall not be changed except with the approval of the county.

3. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions in connection with the work. He shall obtain approval for the location of the equipment, supplies and construction access during the work.

4. The Contractor shall take all reasonable precautions necessary for the safety of, and protective procedures to prevent damage, injury or loss to:

- a. All employees of the work and all other persons who may be affected thereby.
- b. All the work and all materials to be incorporated therein, whether all storage on or off the site.
- c. All property at the sites and adjacent thereto including trees, shrubs, lawn walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

5. Materials and Workmanship: All work shall be executed in accordance with the contract documents, complete in all parts and in accordance with approved practices and customs, and of the best finish and workmanship. Unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new.



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**N. CONTRACTOR'S RESPONSIBILITY FOR WORK: (cont'd)**

6. Test specimens of the various materials may be requested by the county at any time. The test specimens shall be furnished by the Contractor and test will be made by the county at the expense of the county.

7. All manufacturer products certifications required by the specifications shall be numbered consecutively, dated and submitted to the county as required.

8. **Removal of Defective Work:** If any materials provided under this Contract are condemned as not conforming with the requirements of the contract documents by Commissioner Reynolds, the Contractor shall, within a reasonable time after having received notice from the County Judge to that effect, proceed to remove from the project site all condemned materials, whether worked or not worked and to take down all portions of the work which have been condemned as unsound or improper or is in any way failing to conform to the specifications and Contractor shall make good all work damaged or destroyed thereby, including all adjacent work damaged thereby.

9. **Cleaning:** As directed by the county, the Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the work under this contract. Upon completion of the work, the Contractor shall have the premises in a neat and clean condition.

10. The Contractor shall take particular notice of the following provisions: All employees shall wear hard hats at all times while on the construction project.

11. The county expressly disavows any responsibility for the safety of the Contractor's employees, agents, officers, subcontractors, licensees and guests.


**O. TERMINATION:**

1. The county may terminate the contract if the Contractor:

- a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
- b. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.
- c. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
- d. Otherwise is guilty of substantial breach of a provision of the contract documents.

2. When any of the above reasons exists, the county may, without prejudice to any other rights or remedies of the county and after giving the Contractor and the Contractor's surety, if any, seven days' written notice terminate employment of the Contractor and may, subject to any prior rights of the surety:

- a. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.
- b. Finish the work by whatever reasonable method the county may deem expedient.

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**O. TERMINATION (cont'd):**

3. When the county terminates the contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the work is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

**P. SUSPENSION BY THE OWNER FOR CONVENIENCE:**

1. The county may, without cause, order the Contractor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the county may determine.

2. An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent.

a. That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.

b. That an equitable adjustment is made or denied under another provision of this contract.

3. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

**Q. TAX EXEMPT:**

Texas Sales and Use Taxes: The County of Colorado is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, the county hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this agreement. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

**R. ENCLOSURES:**


The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

1. Enclosure #1--General Requirements.
2. Enclosure #2--Purchase Order Terms and Conditions.
3. Enclosure #3--Worker's Compensation Insurance Coverage.
4. Enclosure #4--Technical Specifications and Drawings.

**TOTAL BID PRICE TO ACCOMPLISH PROJECT ON BRIDGE ON CR 103 @ SKULL CREEK TRIBUTARY:**

LABOR:	\$ 51,600.00
MATERIALS:	\$ 77,400.00
TOTAL BID :	\$ 129,000.00

All work required in this invitation for bids will be completed within 365 calendar days after issuance of a purchase order by the County of Colorado.

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CONTRACT SHEET

THE STATE OF TEXAS  
COUNTY OF COLORADO

This memorandum of agreement made and entered into on the 27<sup>th</sup> day of June 2022, by and between the County of Colorado in the State of Texas (hereinafter designated County), acting herein by the County Judge, Ty Prause, by virtue of an order of Colorado County Commissioners' Court, and Wakefield Bridge, Inc (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the county agree that the bid and specifications for a roadway bridge which are hereto attached and made a part hereof, together with this instrument shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the county agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Colorado, Texas this 27<sup>th</sup> day of June 2022.

Colorado County, Texas

By: \_\_\_\_\_

County Judge

By: Jenna Popp

Contractor

Purchase Order No. 9818

Contract is not valid until this certificate is signed and purchase order issued.

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**GENERAL REQUIREMENTS**

**VENDOR INSTRUCTIONS:**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the SCOPE, SPECIAL REQUIREMENTS, SPECIFICATIONS, SPECIAL SPECIFICATIONS OR OTHER DATA CONTAINED HEREIN.

**GOVERNING LAW**

Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that the County of Colorado may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

**BID FORM COMPLETION**

Fill out, SIGN, and return to the Colorado County Judge ONE (1) complete bid form. An authorized representative of the bidder must sign the contract sheet. The contract will be binding only when signed by the County Judge, Colorado County and a purchase order authorizing the item(s) desired has been issued.

**BID RETURNS**

Bidders must return all completed bids to the Colorado County Judge no later than 2:00 p.m. on the date specified, clearly marked "Bridge, CR 103 @ SKULL CREEK TRIBUTARY". Late bids will not be accepted. Bids must be submitted in a sealed envelope, so contents are not visible, addressed as follows:

**COMMISSIONERS' COURT OF COLORADO COUNTY  
Attn: Ty Prause, Colorado County Judge  
400 Spring St. Rm 107  
Columbus, Texas 78934**

**GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the County of Colorado's interpretation shall govern.

**ADDENDUMS**

When specifications are revised, the Colorado County Judge will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

**HOLD HARMLESS AGREEMENT**

Contractor shall indemnify and hold the County of Colorado harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the county upon request.

**WAIVER OF SUBROGATION**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County of Colorado as an indirect party to any suit arising out of personal or property damages resulting from bidders' performance under this agreement.

ENCLOSURE #1 (NOV 96)

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**SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**BONDS**

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check will not be accepted.

**TAXES**

The County of Colorado is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The County of Colorado claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Colorado County Auditor.

**FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to the County of Colorado. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

**PRICING**

Pricing for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

**SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

**SUPPLEMENTAL MATERIALS**

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts, which may affect the evaluation, and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

**MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County AND using departments, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the County of Colorado. Failure of the bidder to maintain such a file, will be cause to reject any bid applying thereto.

ENCLOSURE #2 (NOV 96)

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**NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the County of Colorado to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. The County of Colorado shall act as sole judge in determining equality and acceptability of products offered.

**EVALUATION**

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the county. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Colorado County Auditor and are presented to the Colorado County Commissioners' Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The County of Colorado reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

**INSPECTIONS**

The County of Colorado reserves the right to inspect any item(s) or service location for compliance with specifications, requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the county can reject the bid as inadequate.

**TESTING**

The County of Colorado reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

**DISQUALIFICATION OF BIDDER**

Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to the County of Colorado certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engages in such line of business. Any or all bids may be rejected if the county believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids are withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn, however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

**AWARDS**

The County of Colorado reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners' Court and present evidence concerning his responsibility.

**ASSIGNMENT**

The successful vendor may not assign, sell or otherwise transfer this contract without written permission of the Colorado County Commissioners' Court.

**TERM CONTRACTS**

If the contract is intended to cover a specific time period, said time will be given in the specifications under SCOPE.  
ENCLOSURE #1 (NOV 96)

**MAINTENANCE**

Maintenance required for equipment bid should be available in the County of Colorado by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If the County of Colorado opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.



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**CONTRACT OBLIGATION**

Colorado County Commissioners' Court must award the contract and the County Judge must sign the contract before it becomes binding on the County of Colorado or the bidders. Department heads are NOT authorized to sign agreements for the County of Colorado. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

**IRREVOCABLE STATEMENT**

All submitted bids shall be irrevocable for a period of 30 days.

**CONTRACT EXTENSIONS**

Extensions may be made ONLY by written agreement between the County of Colorado and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

**TERMINATION**

The County of Colorado reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the County of Colorado may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the County of Colorado's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

**RECYCLED MATERIALS**

The County of Colorado encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. The County of Colorado will be the sole judge in determining product preference application.

ENCLOSURE #1 (NOV 96)

Handwritten initials in black ink, appearing to be 'JP' or similar, written over the printed word 'Initials'.

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**GENERAL SPECIFICATIONS**

**PROJECT ON  
BRIDGE ON CR 103 @ SKULL CREEK TRIBUTARY  
INCLUDING  
CONSTRUCTION AND ERECTION SPECIFICATIONS  
FOR  
COLORADO COUNTY COMMISSIONERS' COURT  
DARRELL GERTSON, PRECINCT #4**

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**BRIDGE ON CR 103 @ SKULL CREEK TRIBUTARY**

**I. GENERAL CONSIDERATIONS**

**A. DEFINITIONS:**

Whenever used in the specifications or on the drawings, the following meaning shall be given the terms herein defined.

1. "Owner"- County of Colorado, Texas
2. "General Contractor"
3. "Plans"- Design, construction plans and specifications, prepared and furnished by Paul Malek, M.B.C. Management.

**B. WORKMANSHIP AND MATERIALS:**

1. Contractor shall do this work in accordance with the drawings and specifications and in the best and most workmanlike manner by qualified, careful and efficient workers, in strict conformity with the best accepted practices of each craft concerned, and at all times workmanship shall be subject to inspection and approval of the Owner.
2. All material used shall be of top quality and meet with the specified strengths, subject to the inspection and approval of the Owner.
3. Application for minor changes for improving architectural treatment or utilization of available materials shall be made to the Owner.
4. Structural steel connections shall be full strength welded joints and welding shall be done in accordance with American Welding Society requirements, except where shown otherwise or specified otherwise by the Owner.

**C. DRAWINGS AND SPECIFICATIONS:**

1. If a conflict occurs between information on the drawings and information in the specifications, the drawings shall apply unless it is clearly indicated otherwise.
2. Any work called for on the drawings, and not mentioned in the specifications, or vice versa, shall be furnished as though fully set forth in both.
3. Work not particularly detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified.
4. Should an error appear on the drawings or in the specifications, or in the work done by others affecting this work, the Contractor shall notify the Owner at once and proceed according to the Owner's instructions. If the Contractor proceeds with work affected without, or contrary to, the Owner's instructions, he shall (at the Owner's discretion) repair, replace, or make adequate restitution for any resulting damage or defects. This includes typographical errors in the specifications, and notational errors on the drawings where doubtful of interpretation.

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**D. USE OF PREMISES:**

1. The Contractor shall confine his apparatus, storage of materials and construction operations to the limits of the right of way. Any other construction easement or storage easement must be obtained by Contractor.
2. The Contractor shall not load or permit any part of the structure to be loaded to such an extent as to endanger its safety.
3. The Contractor shall enforce any instructions of the Owner regarding signs, advertising, fires, danger signals, and barricades.

**II. LAYOUT**

The owner shall employ competent personnel to lay out all center lines and to set whatever stakes, batter boards and bench marks which in the opinion of the Judge are necessary. The Commissioner may require the Contractor to check all measurements and levels as often as he deems advisable. Before starting the work, the Owner shall verify all lines and levels given on the drawings, and if any discrepancies appear they shall be reported to the Owner at once. The Contractor shall be held responsible for the maintenance of all levels, lines and grades involved in his work.

**III. DESIGN AND LOADING CONSIDERATIONS**

**A. DIMENSIONS:**

1. The bridge deck shall be 40 feet long.
2. The bridge shall have two lane and 28 feet of clearance between rails.

**B. LOADING:**

1. Design load bearing capacity of soil under footings is taken from information shown on the soil test reports furnished by Owner to the Contractor, or by field tests made on foundation excavation by the Contractor.
2. The load carrying capacity shall include the following:
  - a. Dead load weight of the bridge.
  - b. Forces impose laterally by wind and other natural elements.
  - c. Impact considerations.
  - d. Live load imposed by vehicular traffic (to match HS20 Highway loading).
  - e. Provisions to suit temperature changes.

**IV. MISCELLANEOUS**

**A. SANDBLASTING-** Where existing steel shapes are used, sandblast metal to SSPC-SP 10, near white metal, using #4 sand. Remove all visible oil, grease, dirt, dust, milscale, rust, paint, oxides, corrosion products, and other foreign matter. Primer coat shall be applied the same day the sandblasting is done.

**B. PAINTING-** Exposed metal surfaces shall be painted with Inorganic Zinc Primer, Sherwin Williams Zinc Clad 1 (or equal) in accordance with directions and supervision of the Commissioner.

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- C. **EXISTING BRIDGE-** Contractor shall dismantle existing bridge and stack old bridge materials on side of bridge approach. County shall be responsible for disposal of old bridge materials.
- D. **EXCAVATION-** Contractor to provide all excavation necessary to install new bridge. Excavated material not used for backfill shall be removed from site by county.
- E. **BACKFILL-** If extra backfill is necessary, county shall provide suitable backfill material.
- F. **CREEK CHANNEL-** Contractor will excavate channel of creek at bridge area only. If rip rap is necessary in channel, county shall provide and install rip rap.

**END OF SECTION**

**SECTION 01005- SUMMARY OF WORK**

**Descriptive Summary of the Work:** Removal of existing bridge and construction of new bridge.

**Identification:** BRIDGE ON CR 103 @ SKULL CREEK TRIBUTARY BRIDGE

**Contract Documents:** Requirements of the work are contained in the contract documents, and include cross-references herein to published information, which is not necessarily bound therewith.

**Listing, Acceptance, Requirements:** Refer to the individual work sections of specifications and other contract documents for requirements of work to be performed as "Alternates". Refer to Contract for indication of which Alternates (as listed in Instructions to Bidders) have been accepted or will be considered for acceptance during construction. Accepted Alternates are in full force and effect, as though included originally in base bid. Each must be completely integrated and coordinated with surrounding work.

**Cutting and Patching:**

**Structural Work:** Do not cut-and-patch structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio. Submit proposal and request and obtain Owner's approval before proceeding with cut-and-patch of structural work.

**Operational/Safety Limitations:** Do not cut-and-patch operational elements and safety components in a manner resulting in decreased performance, shortened useful life, or increased maintenance. Submit proposals and requests and obtain Owner's approvals before proceeding with cut-and-patch of structural work.

**Visual/Quality Limitations:** Do not cut-and-patch work exposed to view (exterior and interior) in a manner resulting in noticeable reduction of visual qualities and similar qualities, as judged by Owner.

**Limitation of Approvals:** Owner's approval to proceed with cutting and patching does not waive right to later require removal/replacement of work found to be cut-and-patched in an unsatisfactory manner, as judged by Owner.

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**END OF SECTION**

**SECTION 01205- PROCEDURES AND CONTROLS**

**Administration and supervision:**

**Coordination:** Coordinate various elements of the work and entities engaged to perform work; and coordinate the work with existing facilities/conditions, and with work by separate contractors (if any) and by Owner.

**Surveying/Recording:**

**General:** Working from established lines and levels at or near project site, establish and maintain dependable markers for lines and levels of the work, including markers for each story of construction. Calculate dimensions and measure for layout of work; do not scale the drawings. Maintain surveyor's log of layout work. Record deviations (if any) from drawing information on existing conditions, and review with owner at time of discovery.

**Inspections and Testing:**

**General:** Provide required inspection and testing services specified to be by independent agencies, where not indicated specifically as Owner's responsibility (this provision supplements General Conditions). Neither inspection-and-test results nor failure thereof to disclose deficiencies relieves Contractor of responsibility to comply with requirements of contract documents. Provide services to inspection and testing agencies (Owner's and Contractor's), including taking and delivery of samples, patching work and similar assistance. Require engaged agencies to perform indicated testing and submit reports promptly; and to report significant observations having an important bearing on the work, to the Owner by the most expeditious means possible.

**Preparation for Installation:**

**Pre-Installation Conference:** Prior to starting installation of each major component of the work, hold a pre-installation conference, attended by each entity involved or affected by planned installation.

Review significant aspects of requirements for the work. Record discussion and distribute as plan of action. Pre-installation conferences are specifically required for (but not limited to) the following installations:

Foundation work in completed excavations.

**Anchor work securely** in place, properly located by measured line and level, organized for best possible uniformity, visual effect, operational efficiency, durability, and similar benefit to Owner's use. Isolate non-compatible materials from contact, sufficiently to prevent deterioration.

**Cleaning and Protection:**

**General:** Clean each element of work at time of installation. Provide sufficient maintenance and protection during construction to ensure freedom from damage and deterioration at time of substantial completion.



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**END OF SECTION**

**SECTION 01505- TEMPORARY FACILITIES**

**General Definitions:**

**Refer to General Conditions** for basic commitments to provide temporary facilities. This section specifies certain minimum temporary facilities to be provided, regardless of methods and means selected for performance of the work, but not by the way of limitation and not assured for compliance with governing regulations. Use of alternate temporary facilities is Contractor's option, subject to Owner's acceptance. Temporary facilities are defined to exclude tools and construction machines, testing, demolition, alterations, soil borings, mock-ups and similar items.

**Costs:** Except as otherwise indicated, costs associated with temporary facilities are Contractor's (in Contract Sum), including power/fuel/water usage until time of substantial completion for each major area of project. Temporary facilities remain property of Contractor.

**Temporary Support Facilities:**

**General:** Provide facilities and services as may be needed to properly support primary construction process and meet governing regulations. Do not use permanent facilities except as otherwise indicated, and except after time of substantial completion.

**Toilets:** Where permitted by governing regulations, provide single-occupant, self-contained units; glass fiber reinforced polyester enclosure; equipped with both urinal and stool fixtures. Supply units with tissue and, where not located near separate wash facilities, supply with wet-type hand towels and wash containers. Locate units so that personnel with travel no more than 300'.

**Security and Protection:**

**General:** Provide facilities and services as necessary to effectively protect from losses and persons from injury during the course of construction.

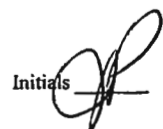
**Barricades:** County will provide and maintain barricades at hazardous locations; complete with signs, general lighting, warning lights and similar devices where appropriate or required by regulations.

**Environmental Protection:** Review exposure to possible environmental problems, with Owner. Establish procedures and discipline among tradesmen and provide needed facilities which will protect against environmental problems (pollution of air, water and soil, excessive noise, and similar problems).

**END OF SECTION**

**SECTION 01705- PROJECT CLOSEOUT**

**General Definitions:**



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The provisions of this section apply primarily to closeout of actual physical work, not to administrative matters such as final payment and changeover of insurances. Closeout requirements relate to both final completion and substantial completion of work, and apply to individual portions of completed work as well as the total work. Specific requirements in other sections have precedence over general requirements of this section.

**Procedures at Substantial Completion:**

**Prerequisites:** Comply with General Conditions and complete the following before requesting Owner's inspection of the work, or designated portion thereof, for substantial completion:

Complete final cleaning, and remove temporary facilities and tools.

**Inspection Procedures:** Upon receipt of Contractor's request, Owner will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Owner will either prepare certificate of substantial completion or advise Contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

**Procedures at Final Acceptance:**

**Re-inspection Procedure:** Upon receipt of Contractor's notice that work has been completed, including punch-list items resulting from earlier inspections and accepting incomplete items delayed because of acceptable circumstances. Owner will re-inspect work. Upon completion of re-inspection, Owner will either recommend final acceptance and final payment, or advise Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.

**Record Documentation:**

**Record Drawings:** Maintain a complete set of blue/black-line prints of contract drawings and shop drawings for record mark-up purposes throughout the Contract Time. Mark-up drawings during course of the work to show changes and actual installation conditions, sufficient to form a complete record for Owner's purposes. Give particular attention to work, which may require servicing or replacement during life of project. Require entities marking prints to sign and date each mark-up. Bind prints into manageable sets, with durable paper covers, appropriately labeled.

**Final Cleaning:** At closeout time, clean or re-clean entire work to normal level for "first class" maintenance/cleaning of building projects of a similar nature. Remove non-permanent protection and labels, touch-up minor finish damage, remove debris and broom-clean non-occupied spaces, sweep and wash paved areas, police yards and grounds, and perform similar cleanup operations needed to produce a "clean" condition as judged by Owner.



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**END OF SECTION**

**SECTION 022110- SITE CLEARING**

**Protections:** Provide temporary fences, barricades, coverings, or other protections to preserve existing items indicated to remain and to prevent injury or damage to persons or property. Apply protections to adjacent properties as required.

Restore damage work to condition existing prior to start of work, unless otherwise directed.

**Do not interfere** with normal traffic on roads, streets, walks, and other adjacent occupied or used facilities. Provide alternate routes around closed or obstructed traffic ways as required by governing regulations.

**Demolition:** Includes complete wrecking of structures and removal and disposal of demolished materials from site. Comply with applicable codes and ordinances of authorities having jurisdiction concerning demolition operations.

**Salvable items** may be removed after demolition work starts; storage or sale on site of removed items will not be permitted.

**Control air pollution** caused by dust and dirt; comply with governing regulations.

**Fill below-grade areas** and void resulting from demolition operations. Use satisfactory soil materials, placed in 6" deep horizontal layers with each layer thoroughly compacted.

**Grade** ground surface to conform to required contours and to provide surface drainage.

**Dispose** of removed and demolished items, including trash and debris, off Owner's property.

**Burning** of waste materials on site is not permitted.

**END OF SECTION**

**SECTION 02151- SHORING AND BRACING**

**Extent** of shoring and bracing work is the responsibility of the General Contractor and shall comply with OSHA.

**Supervision:** Assign supervision of shoring and bracing work to a qualified foundation consultant.

**Regulations:** Comply with local codes and ordinances of governing authorities having jurisdiction.

**Job Conditions:** Before starting work, check and verify governing dimensions and elevations. Survey conditions of adjoining properties; take photographs, record existing settlement or cracking of structures, pavements, and other improvements. Prepare list of such damages, verified by dated photographs, and signed by Contractor and others conducting investigation.

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Survey adjacent structures and improvements; establishing exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations. Locate datum level used to establish benchmark elevations sufficiently distant so as not to be affected by movement resulting from excavation operations.

During excavation; re-survey benchmarks weekly. Maintain accurate log of surveyed elevations for comparison with original elevations. Promptly notify Owner if changes in elevations for comparison with original elevations sufficiently distant so as not to be affected by movement resulting from excavation operations.

Materials: Provide suitable shoring and bracing materials, which will support loads imposed. Materials need not be new, but should be in serviceable condition.

Shoring: Protect site from caving and unacceptable soil movement. Where shoring is required, locate system to clear permanent construction and to permit forming and finishing of concrete surfaces. Provide shoring system adequately anchored and braced to resist earth and hydrostatic pressures.

Shoring systems retaining earth on which support of stability of existing structures is dependent must be left in place at completion of work. If wood is part of shoring system near existing structures, use pressure preserved treated material or remove before placement of backfill.

Bracing: Locate bracing to clear columns, floor framing construction, and other permanent work. If necessary to move a brace, install new bracing prior to removal of original brace. Do not place bracing where it will be cast into or included in permanent concrete work, except as otherwise acceptable to Owner. Install internal bracing, if required, to prevent spreading or distortion to braced frames. Maintain bracing until structural elements are replaced by other bracing or until permanent floor construction is able to withstand lateral earth and hydrostatic pressures. Remove sheeting, shoring and bracing in stages to avoid disturbance to underlying soils and damage to structures, pavements, facilities, and utilities.

**END OF SECTION**

**SECTION 02200- EARTHWORK**

Existing Utilities: Locate by hand excavation and provide protection from drainage. Cooperate with Owner and utility companies for maintaining services. Do not break utility connections without providing temporary services.

Repair damages to existing utilities as directed by utility company.

Protections: Protect structures, utilities, sidewalks, pavements, and other facilities in area of work. Barricade open excavations and provide warning lights. Comply with regulations of authorities having jurisdiction.

Provide bracing and shoring as required in excavations, to maintain sides and to protect adjacent structures from settlement, complying with local codes and regulations. Maintain until excavations are back-filled.

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Sub-base Fill Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, or crushed slag free of vegetation, debris, or other objectionable materials.

Excavation: Remove and dispose of material encountered to obtain required sub-grade elevations, including pavement, obstructions visible on ground surface, underground structures and utilities indicated to be removed.

Rock excavation (boulders over ½ cu. Yd., solid rock in ledges, and rock-hard cementitious aggregate deposits), if encountered, will be paid for in accordance with contract conditions relative to changes in work.

Unauthorized excavation (removal of materials beyond indicated sub-grade elevations) may be filled with lean concrete, or corrected by extending indicated bottom elevation of footing to lower elevation, as acceptable to Owner.

Stockpile excavated materials where directed, until required for backfill and fill.

Excavate for structure to elevations and dimensions shown, extending excavation a sufficient distance to permit placing and removal of other work and for inspection. Trim bottom to required lines and grades to provide solid base to receive concrete.

If unsatisfactory soil materials are encountered at design elevations, continue excavation as directed by Owner. If conditions are not a result of Contractor's negligence, additional excavation will be measured as directed by Owner and paid for in accordance with contract conditions relative to changes in work.

Backfill and Fill: Place and compact acceptable soil material in layers to required elevations. Use soil material free of clay, rock or gravel larger than 2" in any dimension, debris, vegetable matter, waste, and frozen materials.

Backfill excavations: As promptly as work permits.

Prepare ground surface to receive fill by removing vegetation, debris, unsatisfactory soil materials and obstructions. Scarify as required so that fill material will bond with existing surface.

Place backfill and fill materials in layers not more than 8" in loose depth; compacting each layer to the required maximum density. Do not place materials on surfaces that are muddy, frozen, or contain ice or frost.

Compaction: Compact each layer or backfill and fill soil materials and the top 12" of sub-grade for structures, slabs, and pavements to 90% maximum density of cohesive soils and 95% for cohesionless soils. At lawns or unpaved areas: 85% maximum density for cohesive soils and 90% for cohesion less soils.

Pavement Sub-base Course: Place sub-base material in layers of indicated thickness, over sub-grade surface to support walks and pavement. Place single layer for course 6" thick or less and equal layers for courses more than 6" thick. Compact each lift.

Grading: Grade areas indicated, including adjacent transition areas, with uniform levels or slopes between

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finish elevations. Shape surface of areas to within 0.10' above or below required sub-grade elevation, compacted as required.

Maintenance: Repair and re-establish grades in settled, eroded, rutted, or otherwise damaged areas. In damaged compacted areas, scarify surface, re-shape, and compact to required density prior to further construction.

Disposal: Transport acceptable excess excavated material to designated soil storage areas on site, stockpile or spread as directed. Remove and dispose of unacceptable excavated material, trash, and debris from site.

Disposal: Remove excess excavated material, trash, debris, and waste material from site.

END OF SECTION

SECTION 022360- DRIVEN PILES

Welder Qualifications: Qualify welders, welding processes and procedures in accordance with AWS "Structural Welding Code".

Driving Records: Submit copies of driving record of each pile not later than 2 days after driving. Include project name and number, name of Contractor, pile location and number, computed pile capacity, type and size of hammer used, type of pile driving cap used, rate of operation of pile driving equipment, pile dimensions, elevation of point, elevation of butt before and after cut-off, ground elevation, continuous record of number of blows for each foot of penetration, pile deviation, pile uplift and reaction, and any unusual occurrences during pile driving.

Protection: Protect structures, underground utilities and other construction from damage caused by pile driving operations. Pre-excavate for piles if required.

Steel H-Section Piles:

Steel: Hot-rolled carbon steel structural shapes and plates, complying with ASTM A 36.

Provide pile point reinforcement of same basic steel as pile sections. Weld web reinforcement plates with a continuous fillet weld on top and bottom edge only; weld flange reinforcement plates, angles or shapes with a continuous fillet weld on edges; unless otherwise indicated.

Driving Piles:

General: Continuously drive piles at locations indicated, to require point elevation and driving resistance established by driving and loading of test piles.

Carefully maintain center of gravity for each group or cluster of piles to conform to locations shown on drawings.

Carefully plumb leads and pile before driving. Take care during driving to prevent and to correct any

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tendency of piles to twist or rotate.

Driving Tolerances: Drive piles within following maximum tolerances:

Location: 6" from location indicated for center of gravity of each single pile or pile groups; 1" for piles under walls.

Plumbness: Maintain 1" in 10'-0" from vertical, or a maximum of 4", measured when the pile is above ground, in leads.

Batter Angle: Maximum 1" in 10'-0" from required angle; measured when pile is above ground, in leads.

Damaged or Misdriven Piles: Damaged piles and piles driven outside required driving tolerances will not be accepted. Withdraw piles rejected after driving, and replace with new piles. Piles rejected after driving may be abandoned and cut-off, and additional piles driven to replace rejected units at designated locations.

Cutting-off: Cut-off tops of driven piles, square with pile axis and at elevations indicated. Dispose of excess materials off site. Re-coat cut-off tops of piles which have a protective coating. Use materials and methods to conform with existing coating.

Hammer shall weigh between 2000 and 5000 pounds. The minimum hammer energy, in foot-pounds, shall be 250 times the design load in tons. The drop shall be regulated to avoid injury to the piling, but in no case, shall the drop be greater than 10 feet. Ten ton loading minimum required.

Bearing Evaluation: Unless otherwise shown on the plans, the dynamic bearing resistance of piling shall be determined by the following formula:

Gravity Hammers

1. 
$$P = \frac{2WH}{S+1.0}$$

2. When energy delivered (@ X H) by gravity hammer is 24,000 foot-pounds or greater, and the penetration does not exceed ½ inch per blow for the last 40 blows delivered (without increasing), determine bearing resistance by:

$$\frac{P+2WH}{3S}$$

Where,

P=Dynamic resistance in pounds,

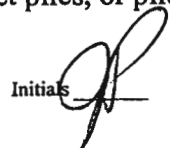
S=Average penetration in inches, per blow, for the last 20 blows,

W=Weight of ream, in pounds

H=Height of fall of ram, in feet.

Measurement and Payment:

Test piles that become part of completed foundation system will be considered as an integral part of work. No payment will be made for rejected piles, including piles driven out of place, imperfect piles, or piles damaged in driving or handling.



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**END OF SECTION**

**SECTION 03010- CONCRETE**

**Codes and Standards:** ACI 301 "Specifications for Structural Concrete Buildings"; ACI 318, "Building Code Requirements for Reinforced Concrete", comply with applicable provisions except as otherwise indicated.

**Concrete Testing Service:** Employ acceptable testing laboratory to perform materials evaluation, testing and design of concrete mixes.

**Owner** will employ separate testing laboratory to evaluate concrete delivered to and placed at site.

**Quality Control:** Owner's testing laboratory will perform sampling and testing during concrete placement, which may include the following, as directed by Owner. This testing does not relieve Contractor of responsibility of providing concrete in compliance with specifications. Contractor may perform additional testing as necessary, at no expense to Owner, to ensure quality of concrete.

**Sampling:** ASTM C 172

**Slump:** ASTM C 143, one test for each load at point of discharge. (Max. 5")

**Air Content:** ASTM C 173, one for each set of compressive strength specimens.

**Compressive Strength:** ASTM C 39, one set for each truck for deck concrete and one set each 20 cu. Yds. or fraction there of each class of concrete; 2 specimens tested at 7 days, 3 specimens tested at 28 days, and one retained for later testing if required.

**Test** results will be reported in writing to Owner, Contractor and concrete producer on same day tests are made.

**Manufacturer's Data:** Submit manufacturer's product data with installation instructions for proprietary materials including reinforcement and forming accessories, admixtures, joint materials, hardeners, curing materials and others as requested by Owner.

**Laboratory Reports:** Submit 2 copies of laboratory test or evaluation reports for concrete materials and mix designs.

**Mix Proportions and Design:** Proportion mixes by either laboratory trial batch or field experience method complying with ACI 301.

**Submit written report** to Owner for each proposed concrete mix at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed and are acceptable to Owner.

**Mix designs** may be adjusted when material characteristics, job conditions, weather, test result or other circumstances warrant. Do not use revised concrete mixes until submitted to and accepted by Owner.

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Use air-entering admixture in all concrete, providing not less than 4% or more than 8% entrained air for concrete exposed to freezing and thawing, and from 2% to 4% for other concrete.

Concrete Materials:

Portland Cement: ASTM C 150, type as required.

Aggregates: ASTM C 33, except local aggregates of proven durability may be used when acceptable to Judge.

Water: Clean drinkable.

Air Entraining Admixture: ASTM C 260.

Water-Reducing Admixture: ASTM C 494. Only use admixtures which have been tested and accepted in mix designs, unless otherwise acceptable.

Form Materials:

Provide form materials with sufficient stability to withstand pressure of placed concrete without bow or deflection.

Exposed Concrete Surfaces: Suitable material to suit project conditions.

Reinforcing Materials:

Deformed Reinforcing Bars: ASTM A 615, Grade 60 unless otherwise indicated.

Welded Wire Fabric: ASTM A 185.

Forming and Placing Concrete:

Ready-Mix Concrete: ASTM C 94.

Form work: construct so that concrete members and structures are of correct size, shape, alignment, elevation and position.

Provide openings in formwork to accommodate work of other trades. Accurately place and securely support items built into forms.

Clean and adjust forms prior to concrete placement. Apply form release agents of wet forms, as required. Retighten forms during concrete placement if required to eliminate mortar leaks.

Reinforcement: Position, support and secure reinforcement against displacement. Locate and support with metal chairs, runners, bolsters, spacers, and hangers, as required. Set wire ties so ends are directed into

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concrete, not toward exposed concrete surfaces.

Install welded wire fabric in as long lengths as practicable, lapping at least one mesh.

Joints: Provide construction, isolation, and control joints as indicated or required. Locate construction joints so as to not impair strength and appearance of structure. Place isolation and control joints in slabs-on-ground to stabilize differential settlement and random cracking.

Installation of Embedded Items: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by cast-in-place concrete. Use setting diagrams, templates and instructions provided by others for locating and setting.

Concrete Placement: Comply with ACI, placing concrete in a continuous operation within planned joints or sections. Do not begin placement until work of other trades affecting concrete is completed.

Consolidate placed concrete using mechanical vibrating equipment with hand rodding and tamping, so that concrete is worked around reinforcement and other embedded items and into forms.

Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement and curing.

In hot weather comply with ACI 318.

Concrete Finishes:

Exposed-to-view-Surfaces: Provide a smooth finish for exposed concrete surfaces and surfaces that are to be covered with a coating or covering or covering material applied directly to concrete. Remove fins and projections, patch defective areas with cement grout, and rub smooth.

Curing: Begin initial curing as soon as free water has disappeared from exposed surfaces. Where possible, keep continuously moist for not less than 72 hours. Continue curing by use of moisture-retaining cover or membrane-forming curing compound. Cure formed surfaces by moist curing until forms are removed. Provide protections as required to prevent damage to exposed concrete surfaces.

Concrete shall be free to cure under exposure to normal atmospheric conditions existing at job site unless specified otherwise. During hot weather curing, apply 1100-CLEAR all-resin, water emulsion concrete curing compound.

**END OF SECTION**

**SECTION 005120- STRUCTURAL STEEL**

Codes and Standards: AISC "Code of Standard Practice for Steel Buildings and Bridges"; AISC "Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings: including "Commentary", AWS "Structural Welding Code"; comply with applicable provisions except as otherwise indicated.



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Shop Drawings: Show complete details and schedules (if required) for fabrication, assembly and erection. Furnish anchor bolts required for installation in other work; furnish templates for bolt installation.

Steel Pipe: ASTM A 53, Type E or S, Grade B.

Fasteners: High-strength bolts and nuts, ASTM A 325 or A 490; unfinished bolts and nuts, ASTM A 307, Grade A.

Shop Paint: FS TT-P\_86, Type II; or, SSPC-Paint 14.

Fabrication: Comply with AISC "Specifications" and final shop drawings. Mark and match- mark units for field assembly.

Connections: As shown on drawings. Use high-strength bolts for field connections, except as otherwise indicated.

Comply with AWS Code for procedures, appearance, and quality of welds.

Provisions for Other Work: Fabricate structural steel members or portions of members embedded in concrete or mortar, and contact areas to be welded or riveted. Clean steel free of loose mill scale, rust, oil and grease. Apply prime paint to provide a minimum dry film thickness of 2.0 mils.

Erection: comply with AISC Code and Specifications, and maintain work in safe and stable condition during erection. Provide temporary bracing and shoring as required; remove when final connections are placed.

**END OF SECTION**

SECTION 05500- METAL FABRICATION

Codes and Standards: AISC "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings", AWS "Structural Welding Code"; Comply with applicable provisions unless otherwise indicated.

Inserts and Anchorage's: Furnish inserts and anchoring devices to be built into other work for installation of miscellaneous metal items; coordinate delivery to job site to avoid delay.


Steel Plates, Shapes, Bars: ASTM A 26.

Cold-formed Steel Tubing: ASTM A 500, Grade B.

Steel Pipe: ASTM A 53, Type E or S, Grade B.

Structural Cold-Rolled Steel Sheets: ASTM A 570.

Galvanized Structural Steel Sheets: ASTM A 466, Coating Designation G 90.

Initials 

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Concrete Inserts: Malleable iron (ASTM A 47) or cast steel (ASTM A 27) inserts, with steel bolts, washer and shims; hot dip galvanized.

Shop Paint: FS TT-P-86, Type II, or SSPC- Paint 14. Apply to clean and degreased steel surfaces at rate to provide a 2.0-mil dry film thickness.

Galvanizing: ASTM A 386 for assembled products; A 153 for iron and steel hardware.

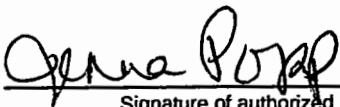
Fabrication, General: Use materials of size and thickness shown or, if not shown, of required size, grade and thickness to produce strength and durability in finished product. Shop-paint all items not specified to be galvanized after fabrication. Weld corners and seams continuously, grind exposed welds smooth and flush. Form exposed connections with hairline, flush joints; use concealed fasteners where possible.

**END OF SECTION**

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<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>		
		1 of 1		
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>		
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>		<b>CERTIFICATION OF FILING</b>		
Wakefield Bridge Inc Wharton, TX United States		Certificate Number: 2022-899916		
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>		Date Filed: 06/15/2022		
Colorado County		Date Acknowledged: 6-29-2022		
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</b>				
12-001 Bridge on CR 103 @ Skull Creek Tributary				
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Wakefield, Jared	Wharton, TX United States	X	
	Wakefield, Melissa	Wharton, TX United States	X	
	Popp, Luke	Wharton, TX United States	X	
	Popp, Jenna	Wharton, TX United States	X	
<b>5 Check only if there is NO Interested Party.</b> <input type="checkbox"/>				
<b>6 UNSWORN DECLARATION</b>				
My name is <u>Jenna Popp</u> , and my date of birth is <u>10-4-82</u> .				
My address is <u>8287 FM 961</u> , <u>Wharton</u> , <u>Tx</u> , <u>77488</u> , <u>USA</u> . <small>(street) (city) (state) (zip code) (country)</small>				
I declare under penalty of perjury that the foregoing is true and correct.				
Executed in <u>Wharton</u> County, State of <u>Texas</u> , on the <u>15<sup>th</sup></u> day of <u>June</u> , 20 <u>22</u> . <small>(month) (year)</small>				
 Signature of authorized agent of contracting business entity (Declarant)				

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**WAKEFIELD BRIDGE, INC.  
JOB REFERENCES**

WHARTON COUNTY, PCT 1  
RICHARD ZAHN  
309 E. MILAM STE 300  
WHARTON, TX 77488  
130' BRIDGE CONSTRUCTION

DEWITT COUNTY, PCT 1  
COMMISSIONER CURTIS AFFLERBACH  
361-275-6441

FAYETT COUNTY, PCT 4  
COMMISSIONER DREW BROSSMANN  
979-250-1356  
80' BRIDGE CONSTRUCTION

GUADALUPE COUNTY ROAD AND BRIDGE  
MARK GREEN  
830-305-2948

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

June 27, 2022

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		<b>OFFICE USE ONLY</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>Date Received</p>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;"><u>Wakefield Bridge</u></p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; font-size: 1.2em;"><u>Colorado County</u></p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No         </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No         </p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p style="display: flex; justify-content: space-between;"> <span style="font-size: 1.2em;"><u>Jenna Pope</u></span> <span style="font-size: 1.2em;"><u>6/15/22</u></span> </p> <p style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span>Signature of vendor doing business with the governmental entity</span> <span>Date</span> </p>		

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022

**RESIDENCE CERTIFICATION**

Pursuant to Texas Government Code 2252.001 *et seq.*, as amended, Colorado County requests Residence Certification. 2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of a governmental contract; pertinent provisions of 2252.001 are stated below:

"Nonresident bidder" refers to a person who is not a resident

"Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Wakefield Bridge Inc is a Resident Bidder of  
(Company Name)  
Texas as defined in Government Code 2252.001

I certify that \_\_\_\_\_ is a Nonresident Bidder of  
(Company Name)  
Texas as defined in Government Code 2252.001 and our principal place of business is  
located in \_\_\_\_\_  
(City and State)

Anna Popp  
Signature of Authorized Company Official

Jenna Popp  
Printed Name of Authorized Company Official







MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022



TOKIO MARINE  
HCC

Surety Group  
801 S Figueroa Street, Suite 700  
Los Angeles, CA 90017 USA  
Tel: 310-649-0990

Bond Number: N/A

**BID BOND**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, Wakefield Bridge, Inc  
\_\_\_\_\_ (hereinafter  
called Principal), as Principal, and U.S Specialty Insurance Company  
\_\_\_\_\_, a corporation organized and existing under the laws of Texas,  
(hereinafter called Surety) as Surety, are held and firmly bound unto Colorado County, Texas  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter called Obligee) as Obligee, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ percent (\_\_\_\_%) of amount bid not to exceed  
\_\_\_\_\_ Dollars (\$ 129,000.00) for the  
payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors  
and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,** That, whereas the Principal has submitted or is about to submit  
a proposal to the Obligee on a contract for Project No: 22-002  
Bridge on CR 121

**NOW, THEREFORE,** if the said contract be awarded to the Principal and the Principal shall, within such time as  
may be specified, enter into the contract in writing, then this obligation shall be void. If the Principal shall fail to do  
so, then the undersigned shall pay the obligee the damages which the obligee may suffer by reason of such failure  
up to and not exceeding the penal sum of the bond.

Signed and sealed this 16th day of June, 2022.

Principal: Wakefield Bridge, Inc

By: [Signature]

Surety: U.S Specialty Insurance Company

By: [Signature]  
David M. Carlson Attorney-In-Fact

Any claims under this bond may be addressed to the Surety at the following address:

U.S. Specialty Insurance Company  
801 South Figueroa Street, Suite 700  
Los Angeles, CA 90017  
Attention: \_\_\_\_\_  
Tel: (310) 649-0990  
E-mail: \_\_\_\_\_

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022



TOKIOMARINE  
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

David M. Carlson of Wharton, Texas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Ten Million\*\*\*\*\* Dollars (\*\*\*\$10,000,000.00\*\*\*). This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1<sup>st</sup> day of June, 2018

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California  
County of Los Angeles



By:   
Daniel P. Aguilar, Vice President

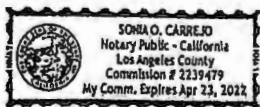
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1<sup>st</sup> day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 16<sup>th</sup> day of June, 2022

Corporate Seals  
Bond No. N/A  
Agency No. 100709



Kio Lo, Assistant Secretary

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

**U.S. Specialty Insurance Company**

**TEXAS COMPLAINT NOTICE**

**IMPORTANT NOTICE**

1. To obtain information or make a complaint:
2. You may contact your agent.
3. You may call the company's toll free telephone number for information or to make a complaint at:

**1-800-486-6695**

4. You may also write to the company at:

801 S. Figueroa Street, Suite 700  
Los Angeles, CA 90017

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

6. You may write to the Texas Department of Insurance at:

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax No. (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

7. **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. **ATTACH THIS NOTICE TO YOUR POLICY**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

- Para obtener informacion o para someter una queja:
- Puede comunicarse con su agente.
- Usted puede llamar al numero de telefono gratis de la compania's para informacion o para someter una queja al:

**1-800-486-6695**

- Usted tambien puede escribir a la compa ia:

801 S. Figueroa Street, Suite 700  
Los Angeles, CA 90017

- Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos, o quejas al:

**1-800-252-3439**

- Puede escribir al Departamento de Seguros de Texas al:

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax No. (512) 490-1007  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

- DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

- UNA ESTE AVISO A SU POLIZA**

Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

- \_\_7. Discuss and act upon price increases for the contract of Road Materials awarded on March 14, 2022. (Kana)

**Discussion with no action taken.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
June 27, 2022**



**Austin White Lime Company**  
CHEMICAL, BUILDING AND STABILIZATION LIME

May 24, 2022

Mr. Ty Prause  
Colorado County Judge  
2205 Walnut  
Columbus, TX  
78934

Re: Energy Surcharge

Dear Valued Customer,

Austin White Lime (AWL) is committed to providing cost-effective and quality products to our valued customers. AWL has experienced significant cost increases and supply challenges over the past year, especially over the last several months. The most significant impact has been the rising cost of energy for producing our various products. All businesses have been impacted by rising costs especially those related to energy.

As a result, AWL is implementing an Energy Surcharge on all lime products effective June 1, 2022 and continuing until energy prices return to normal levels.

AWL's Energy Surcharge will be based on the Henry Hub published natural gas prices, which are readily available at <https://www.eia.gov/dnav/ng/hist/rngwhhdM.htm> and will operate as follows:

- The base price will be \$2.40 per MMBtu (Henry Hub published price for December 30, 2020), and will be adjusted accordingly monthly.
- The Energy Surcharge for the current calendar month will be based on the prior Henry Hub monthly average. (For example, the June 2022 Energy Surcharge will be based on the Henry Hub monthly average for May 2022.)
- The Energy Surcharge will be on a sliding percentage scale based on the Henry Hub average price per MMBtu as outlined under Exhibit 1 below.
- The Henry Hub average price per MMBtu for March 2022, April 2022, and May 2022 has averaged \$4.90/MMBtu, \$6.60/MMBtu, and \$7.83/MMBtu, respectively.

AWL regrets having to implement this Energy Surcharge, but is necessary in order to keep pace with these rising energy costs. Additionally, please note that this Energy Surcharge is independent of and in addition to the 2022 price increases that will be necessary to keep pace with general inflationary factors impacting all business.

AWL appreciates your business and cooperation during this difficult time. If you have any questions regarding the above, feel free to contact your AWL sales representative.

Sincerely,

Lila Weirich  
Director of Sales

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**



**Austin White Lime Company**  
*CHEMICAL, BUILDING AND STABILIZATION LIME*

**Exhibit 1 as of June 1, 2022**

Price/MMBTU Range		Energy Surcharge Percentage	Price/MMBTU Range		Energy Surcharge Percentage	Price/MMBTU Range		Energy Surcharge Percentage
2.40	2.60	1.000%	5.80	6.00	11.750%	9.20	9.40	23.500%
2.60	2.80	1.500%	6.00	6.20	12.500%	9.40	9.60	24.250%
2.80	3.00	2.000%	6.20	6.40	13.000%	9.60	9.80	25.000%
3.00	3.20	2.500%	6.40	6.60	13.750%	9.80	10.00	25.500%
3.20	3.40	3.000%	6.60	6.80	14.500%	10.00	10.20	26.250%
3.40	3.60	3.500%	6.80	7.00	15.250%	10.20	10.40	27.000%
3.60	3.80	4.250%	7.00	7.20	16.000%	10.40	10.60	27.750%
3.80	4.00	4.750%	7.20	7.40	16.500%	10.60	10.80	28.500%
4.00	4.20	5.500%	7.40	7.60	17.250%	10.80	11.00	29.000%
4.20	4.40	6.250%	7.60	7.80	18.000%	11.00	11.20	29.750%
4.40	4.60	6.750%	7.80	8.00	18.750%	11.20	11.40	30.500%
4.60	4.80	7.500%	8.00	8.20	19.250%	11.40	11.60	31.250%
4.80	5.00	8.250%	8.20	8.40	20.000%	11.60	11.80	32.000%
5.00	5.20	9.000%	8.40	8.60	20.750%	11.80	12.00	32.500%
5.20	5.40	9.500%	8.60	8.80	21.500%	12.00	12.20	33.250%
5.40	5.60	10.250%	8.80	9.00	22.250%	12.20	12.40	34.000%
5.60	5.80	11.000%	9.00	9.20	22.750%	12.40	12.60	34.750%

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

June 27, 2022



**Austin White Lime Company, Ltd.**

PO Box 9556  
Austin, TX 78766

**INVOICE**

Invoice No: 28188  
 Invoice Date: 05/09/2022  
 Due Date: 06/08/2022  
 Customer No: 64100  
 Cust. Ref No/PO: verbal Doug  
 Page No: Page 1 of 1

BILL TO
Colorado County - Pct. 1 PO Box 129  Rock Island, TX, 77470

SHIP TO
Colorado County - Pct. 1 CR 163  ROCK ISLAND, TX, 77470

INVOICE TOTAL
4,129.93 by 06/08/2022

Sales Employee: HA  
 Contact Name: Doug Wessels  
 Terms: NET 30

Thanks for sending us your payment promptly. We appreciate your business

Item No	Description	Ticket No	Delivery Date	Quantity	Unit Price	Total
118	Pebble Quicklime for Soil Stabilization	437186	5/9/22	25.080	\$122.00	\$3,059.76
308	3rd Party Freight	437186	5/9/22	25.080	\$28.83	\$723.06
304	3rd Party Fuel Surcharge	437186	5/9/22	25.080	\$13.84	\$347.11

Customer Account as of 5/12/2022:  
 Balance: \$4,129.93

Subtotal:	\$4,129.93
Shipping	\$0.00
Tax	\$0.00
Total	\$4,129.93
Applied Amount	\$0.00
Balance Due	<u>\$4,129.93</u>

*\$164.67*

Remarks: Ticket#437186 Based On Deliveries 42061.

**PLEASE REMIT THIS AMOUNT**

*160.36  
 x 25.080  
 -----  
 4021.83*

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**



**Austin White Lime Company, Ltd.**

PO Box 9556  
Austin, TX 78766

**INVOICE**

Invoice No: 28261  
 Invoice Date: 05/11/2022  
 Due Date: 06/10/2022  
 Customer No: 64100  
 Cust. Ref No/PO: verbal Doug  
 Page No: Page 1 of 1

BILL TO
Colorado County - Pct. 1 PO Box 129  Rock Island, TX, 77470

SHIP TO
Colorado County - Pct. 1 CR 163  ROCK ISLAND, TX, 77470

INVOICE TOTAL
4,199.09 by 06/10/2022

Sales Employee: HA  
 Contact Name: Doug Wessels  
 Terms: NET 30

Thanks for sending us your payment promptly. We appreciate your business

Item No	Description	Ticket No	Delivery Date	Quantity	Unit Price	Total
118	Pebble Quicklime for Soil Stabilization	437261	5/11/22	25.500	\$122.00	\$3,111.00
308	3rd Party Freight	437261	5/11/22	25.500	\$28.83	\$735.17
304	3rd Party Fuel Surcharge	437261	5/11/22	25.500	\$13.84	\$352.92

Customer Account as of 5/14/2022:  
 Balance: \$8,329.02

Subtotal:	\$4,199.09
Shipping	\$0.00
Tax:	\$0.00
Total	\$4,199.09
Applied Amount	\$0.00
Balance Due	<u>\$4,199.09</u>

Remarks: Ticket#437261 Based On Deliveries 42130.

**PLEASE REMIT THIS AMOUNT**

160.36  
 X 25.5  
 -----  
 4088.93



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022



May 12, 2022

Dear Valued Customer,

Due to continued rising costs of oil, diesel, and materials, we will have to increase the price for Hot Mix Asphalt. This pricing will take effect immediately.

Hot Mix Asphalt will increase to \$75.00 per ton plus FOB.

We hope you will understand this pricing adjustment and as economic factors adjust in the future; we will review current pricing to pass savings on to you. One thing we can promise, you will receive quality customer service and the best material the industry has to offer. Thank you for supporting Waller County Asphalt and if you have any questions, please do not hesitate to contact us.

Best Regards,

Bradford Bryant

President

Waller County Asphalt, Inc.

979-826-7075

info@wcasphalt.com

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022



April 21, 2022

Dear Valued Customer,

The staff at Waller County Asphalt understands that we are going through some challenging economic times, and we have strived to keep our pricing on materials as low as possible. Unfortunately, with rising costs to oil and aggregate we will have to enact a slight price increase for ASPPM 9202 Grade IV Cold Mix. Starting immediately, the price per ton for Cold Mix Asphalt will increase to \$98.00 per ton FOB.

We hope you will understand this pricing adjustment and as economic factors adjust in the future; we will review current pricing to pass savings on to you. One thing we can promise, you will receive quality customer service and the best material the industry has to offer. Thank you for supporting Waller County Asphalt and if you have any questions, please do not hesitate to contact us.

Best Regards,

A handwritten signature in black ink, appearing to read "BB", is placed above the typed name.

Bradford Bryant

President

Waller County Asphalt, Inc.

979-826-7075

info@wcasphalt.com

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

June 27, 2022



## Invoice

Date:	Invoice Number:
5/25/2022	23243

<b>Bill To</b>
Colorado County Pct. 1 P.O. Box 129 Rock Island, TX 77470

<b>Ship To</b>
Colorado County Pct. 1 3334 CR 106 Rock Island, TX 77470

P.O. No.	Due Date	Terms	Rep	Ship Date
<b>Verbal -Doug</b>	6/24/2022	Net 30		5/24/2022

Description	Qty	Ticket	U/M	Rate	Amount
ASPPM 9202 Grade IV High Performance	25.97	072455	ton	94.00	2,441.18
Cold Mix	25.97			19.50	506.42
Freight					
		<i>Quoted</i>	<i>#91/ton</i>		<i>2363.27</i>
					<i>506.42</i>
					<u><i>2869.69</i></u>

*Thank you for your business. We appreciate it very much!!*

**Subtotal** \$2,947.60

**Sales Tax (6.25%)** \$0.00

**Payments/Credits** \$0.00

**Balance Due** \$2,947.60

22010 Fairground Road Hempstead, TX 77445  
Phone (979) 826-7075 Fax (832) 442-3014  
www.wcasphalt.com  
EIN 52-2407248

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

June 27, 2022



## Invoice

Date:	Invoice Number:
5/18/2022	23190

<b>Bill To</b>
Colorado County Pct. 1 P.O. Box 129 Rock Island, TX 77470

<b>Ship To</b>
Colorado County Pct. 1 3334 CR 106 Rock Island, TX 77470

P.O. No.	Due Date	Terms	Rep	Ship Date
<b>Verbal - Doug</b>	6/17/2022	Net 30		5/17/2022

Description	Qty	Ticket	U/M	Rate	Amount
ASPPM 9202 Grade IV High Performance	25.86	072149	ton	94.00	2,430.84
Cold Mix					
Freight	25.86			19.50	504.27
		<i>Quoted \$91/ton</i>			<i>2353.26</i>
					<i>504.27</i>
					<u><i>2857.53</i></u>

*Thank you for your business. We appreciate it very much!!*

**Subtotal** \$2,935.11

**Sales Tax (6.25%)** \$0.00

**Payments/Credits** \$0.00

**Balance Due** \$2,935.11

22010 Fairground Road Hempstead, TX 77445  
Phone (979) 826-7075 Fax (832) 442-3014  
www.wcasphalt.com  
EIN 52-2407248

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022



## Invoice

Date:	Invoice Number:
5/23/2022	23230

<b>Bill To</b>
Colorado County Pct. 4 318 Spring St., Ste 104 Columbus, Tx. 78934

<b>Ship To</b>
Colorado Co. Pct.4 <b>PICKED UP</b>  <i>picked up quote</i>

P.O. No.	Due Date	Terms	Rep	Ship Date
<b>47998</b>	<b>6/22/2022</b>	<b>Net 30</b>	<b>BD</b>	<b>5/20/2022</b>

Description	Qty	Ticket	U/M	Rate	Amount
ASPPM 9202 Grade IV High Performance Cold Mix	15.37	072298	ton	94.00	1,444.78
ASPPM 9202 Grade IV High Performance Cold Mix	16.08	072314	ton	94.00	1,511.52
***Total tonnage for this Invoice <u>31.45***</u>					<i>quoted \$91 \$2861.95</i>

*Thank you for your business. We appreciate it very much!!*

**Subtotal** \$2,956.30

**Sales Tax (6.25%)** \$0.00

**Payments/Credits** \$0.00

**Balance Due** \$2,956.30

22010 Fairground Road Hempstead, TX 77445  
Phone (979) 826-7075 Fax (832) 442-3014  
www.wcasphalt.com  
EIN 52-2407248

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

June 27, 2022



## Invoice

Date:	Invoice Number:
5/23/2022	23229

<b>Bill To</b>
Colorado County Pct. 3 1501 FM 109 New Ulm, Tx 78950

<b>Ship To</b>
Colorado Co. Pct 3 PICK UP

P.O. No.	Due Date	Terms	Rep	Ship Date
<b>Keith</b>	6/22/2022	Net 30		5/20/2022

Description	Qty	Ticket	U/M	Rate	Amount
ASPPM Grade IV Performance Cold Mix <i>9202</i>	25.24		ton	94.00	2,372.56
			<i>Quote is \$91</i>		<i>\$2296.84</i>

*Thank you for your business. We appreciate it very much!!*

22010 Fairground Road Hempstead, TX 77445  
Phone (979) 826-7075 Fax (832) 442-3014  
www.wcasphalt.com  
EIN 52-2407248

<b>Subtotal</b>	\$2,372.56
<b>Sales Tax (6.25%)</b>	\$0.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$2,372.56

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

- \_\_8.** Discussion and action to fill Position #1 on the Texana Center Board of Trustees representing Austin and Colorado Counties. (Prause)

**The court discussed reappointing Leroy Cerny to Position #1 on the Texana Center Board of Trustees.**

**Motion by Commissioner Wessels to reappoint Leroy Cerny to fill Position #1 on the Texana Center Board of Trustees representing Austin and Colorado Counties; seconded by Judge Prause; 4 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022



GEORGE PATTERSON  
Chief Executive Officer

June 13, 2022

The Honorable Tim Lapham and  
Members of the Austin County Commissioner's Court  
One East Main  
Bellville, Texas 77418-1598

The Honorable Ty Prause and  
Members of the Colorado County Commissioner's Court  
400 Spring St., Room 107  
PO Box 236  
Columbus, Texas 78934

Dear Judge Tim Lapham and Judge Ty Prause:

SUBJECT: Position # 1 Representing Austin/Colorado Counties  
Texana Center Board of Trustees

Position #1 on the Texana Center Board of Trustees representing Austin and Colorado Counties is currently being filled by Leroy Cerny and the term expires August 31, 2022.

The Austin and Colorado County Commissioner's Court have the prerogative of reappointing Leroy Cerny to another two-year term should he consent to serve or replacing him. Board Bylaws state that a member whose term expires serves until replaced.

Please place this item on the Agendas of the Commissioner's Courts as soon as possible for consideration of reappointment or replacement and provide documentation of the decision of the Court to Sue Fagan, Board Chair, 4096 Robichaux Rd., Pattison, Texas 77423-2360.

Yours truly,

A handwritten signature in black ink that reads "George Patterson". The signature is written in a cursive, flowing style.

George Patterson  
Chief Executive Officer

cc: Leroy Cerny, Board Member, Position # 5  
Sue Fagan, Board Chair, Texana Center



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

- \_\_9. Designate the Emergency Medical Services Director's vehicle as an authorized emergency vehicle under Texas Transportation Code 541.201 along with the ambulance units. (Kana)

**Motion by Commissioner Gertson to designate the Emergency Medical Services Director's vehicle as an authorized emergency vehicle under Texas Transportation Code 541.201 along with the ambulance units; seconded by Commissioner Wessels; 4 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022



*Colorado County, Texas*

Phone: (979) 732-2791  
Fax: (979) 732-2924

Raymie Kana  
County Auditor

raymie.kana@co.colorado.tx.us

318 Spring Street, Ste. 104  
Columbus, Texas 78934

June 27, 2022

Harris County Toll Road Authority  
Attn: Jessica Johnson  
4012 S. Dairy Ashford  
Houston, Texas 77082

Dear HCTRA:

Colorado County Commissioners' Court have read the Texas Transportation Code, Section 541.201 and would like to designate the EMS Director's Vehicle under LP#1464983 as an authorized emergency vehicle under TTC 541.201 effective 06/01/2022. Please see attachment "A" for a list of all authorized emergency vehicles for the Colorado County Emergency Medical Services Department as authorized by Commissioners' Court.

Respectfully,

A handwritten signature in black ink, appearing to read "Ty Prause".

Ty Prause, County Judge

A handwritten signature in black ink, appearing to read "Doug Wessels".

Doug Wessels, Commissioner Pct#1

A handwritten signature in black ink, appearing to read "Darrell Kubesch".

Darrell Kubesch, Commissioner Pct#2

Absent  
Keith Neuendorff, Commissioner Pct#3

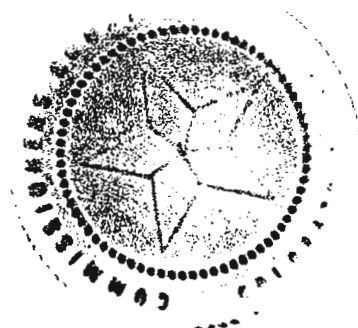
A handwritten signature in black ink, appearing to read "Darrell Gertson".

Darrell Gertson, Commissioner Pct #4

ATTEST:

A handwritten signature in black ink, appearing to read "Kimberly Menke".

Kimberly Menke, County Clerk





**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

\_10. Establish County holidays for 2023.

**Motion by Judge Prause to establish County holidays for 2023; seconded by  
Commissioner Gertson; 4 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
June 27, 2022**

**COLORADO COUNTY  
2023 HOLIDAY SCHEDULE**

<b>New Year's Day</b>	<b>Monday</b>	<b>January 2, 2023</b>
<b>Martin Luther King, Jr. Day</b>	<b>Monday</b>	<b>January 16, 2023</b>
<b>Presidents' Day</b>	<b>Monday</b>	<b>February 20, 2023</b>
<b>Good Friday</b>	<b>Friday</b>	<b>April 7, 2023</b>
<b>Memorial Day</b>	<b>Monday</b>	<b>May 29, 2023</b>
<b>Juneteenth</b>	<b>Monday</b>	<b>June 19, 2023</b>
<b>Independence Day</b>	<b>Tuesday</b>	<b>July 4, 2023</b>
<b>Labor Day</b>	<b>Monday</b>	<b>September 4, 2023</b>
<b>Fair Day</b>	<b>Friday</b>	<b>September 8, 2023</b>
<b>Columbus Day</b>	<b>Monday</b>	<b>October 9, 2023</b>
<b>Veterans' Day</b>	<b>Friday</b>	<b>November 10, 2023</b>
<b>Thanksgiving</b>	<b>Thursday &amp; Friday</b>	<b>November 23 &amp; 24, 2023</b>
<b>Christmas</b>	<b>Monday &amp; Tuesday</b>	<b>December 25 &amp; 26, 2023</b>

**Approved by Colorado County Commissioners Court on: June 27, 2022**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

- \_11. Consent Items:
- a. Acknowledge receipt of donation from Regina Neal to Colorado County Sheriff's Office in the amount of \$100.00.
  - b. Certification of county-maintained road mileage for 2021 to submit to Texas Department of Transportation.
  - c. Bid Bond submitted by Wakefield Bridge, Inc. in the amount of \$129,000 for bridge on County Road 103 at Skull Creek Tributary.
  - d. Bid Bond submitted by Wakefield Bridge, Inc. in the amount of \$129,000 for bridge on County Road 121.
  - e. Certificate of Liability Insurance posted by:
    1. Supak Construction, Inc. (6/12/2022-6/12/2023).
    2. Intermedix Corporation, a Subsidiary of R1 RCM Inc. (6/1/2022-6/1/2023).
    3. Wakefield Bridge, Inc. (3/8/2022-3/8/2023).

**Motion by Commissioner Gertson to accept all Consent Items as presented;**

**seconded by Commissioner Wessels; 4 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachments)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022

~~THE [REDACTED]~~  
REGINA NEAL  
206 W. MARKET ST  
WOMAR, TX 76062

Thank you for the services to our community.  
RNE



Sheriff's  
Dept.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

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125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

June 17, 2022

The Honorable Ty Prause  
Colorado County Judge  
P.O. Box 236  
Columbus, Texas, 78934-0236

Dear Judge Prause:

The Texas Department of Transportation (TxDOT) is soliciting updates to the County Road Inventory (CRI) from your county. TxDOT accepts updates from every county, every year. The deadline for the 2022 submission is August 31, 2022.

The CRI program received over 6,800 markups in 2021 submitted through the Data Updates & Sharing Application (DUSA) resulting in 1,337 miles of county roads added. This application greatly enhances reporting accuracy and timeliness for CRI.

If your county previously registered to access DUSA, you may proceed with updates for 2022 at any time. However, if your county has not yet registered to access DUSA, please forward the instructions outlined on pages 4 & 5 to your staff or whomever you wish to delegate responsibility for making updates for your county.

A few things to note about DUSA for 2022:

- 1) In April 2022, the valid updates submitted from 2021 were updated in DUSA.
- 2) A 'reference layer' is included to show the markups submitted in 2021 that did not meet the criteria for a county road, or were not updated for another reason.
- 3) TxDOT is proactively updating city limit boundaries, which subsequently may affect the total county road mileage for your county.

Since 2020, TxDOT has been corresponding with your county via email only and no longer via USPS mail. In addition, we have been using DocuSign for the mileage certification. DocuSign is a widely used and accepted tool for securely obtaining electronic signatures.

Beginning September 1, 2022, a new version of DUSA will be available for next year's CRI submission. You may have read about this in the April 2022 issue of the County Progress magazine. The new version will help in two key areas. First, it will streamline the workflow for certifying the mileage, making edits, or delegating to a trusted partner to make edits (e.g. a commissioner, county staff, etc.). Second, it will streamline the process of making edits with a built-in step-by-step process for making updates to the CRI.

Coinciding with the launch of the new version of DUSA, TxDOT will be hosting multiple live training webinars. You will receive an email with dates and times of these webinars immediately following the deadline for this year's CRI.

OUR VALUES: *People • Accountability • Trust • Honesty*  
OUR MISSION: *Connecting You With Texas*

An Equal Opportunity Employer



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
June 27, 2022**

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The Honorable Ty Prause

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June 17, 2022

**CERTIFICATION**

In September 2022, the certified county-maintained road mileage from 2021 will be submitted to the Texas Department of Motor Vehicles for disbursement of the title and registration fees and to the State Comptroller's Office for disbursement of the Lateral Road and Bridge funds. Updates made by August 31<sup>st</sup>, 2022 will be reported in September of 2023.

Your 2021 certified mileage is: 740

If the mileage for your county is correct, please sign below.

DocuSigned by:  
*Ty Prause*  
3302A8B8070C449

---

County Judge

6/17/2022

---

Date

**IMPORTANT** - If the mileage is incorrect, do not sign this document. Instead, please download a copy of this document using the download button above then follow the instructions on pages 4 & 5 to submit updates.

**DISCLAIMER** – TxDOT actively manages the roadway inventory throughout the year. As a result, county road mileage may vary slightly, even in absence of, or in addition to, updates provided by counties.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
June 27, 2022**

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The Honorable Ty Prause

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June 17, 2022

**TRAINING**

TxDOT understands this is a new process. Written instructions and recorded training videos are currently available within DUSA for counties that want to get started immediately. Links to the training videos are listed below for easy access.

Overview of DUSA [https://www.youtube.com/watch?v=q4ZBWUc-1lo&feature=emb\\_logo](https://www.youtube.com/watch?v=q4ZBWUc-1lo&feature=emb_logo)

Editing in DUSA [https://www.youtube.com/watch?v=IzfL5mLEdU&feature=emb\\_logo](https://www.youtube.com/watch?v=IzfL5mLEdU&feature=emb_logo)

For those who need assistance, TxDOT will be hosting a live WebEx video training.

Date: Wednesday, July 13, 2022, 2:00 – 3:00 pm

To join training, type in the following website address: <https://txdot.webex.com/join/jferrell>

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
June 27, 2022**

DocuSign Envelope ID: 46D733E0-C986-4B89-99D3-0C8E63E5983B

The Honorable Ty Prause

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June 17, 2022

**INSTRUCTIONS**

County road inventory updates can be submitted to TxDOT through the Data Updates & Sharing Application (DUSA). To access DUSA, you must have a username and password. Follow the steps below to obtain your username and password. You will only have to do this one time.

- 1) The person responsible for making updates (a county official or designated 3<sup>rd</sup> party) should use the following link to register:

[https://www.dot.state.tx.us/apps-cg/contact\\_us/form/dusa-form.htm](https://www.dot.state.tx.us/apps-cg/contact_us/form/dusa-form.htm)

- 2) Within 24 hours you will receive an email from ArcGIS Notifications providing your unique username and inviting you to join the ArcGIS Online Organization, Texas Department of Transportation. Follow the link within this email to finish setting up your account and establish your own password.

- 3) Once you receive a unique username and password, you will then sign-in to DUSA at the following website address:

[https://www.txdot.gov/apps/statewide\\_mapping/dusa/index.html](https://www.txdot.gov/apps/statewide_mapping/dusa/index.html)

- 4) Select the 'ArcGIS login' option to sign into the Data Updates & Sharing Application with your new ArcGIS Online username and password. DO NOT attempt to sign-in using the 'TxDOT' login option, as it will be unsuccessful.

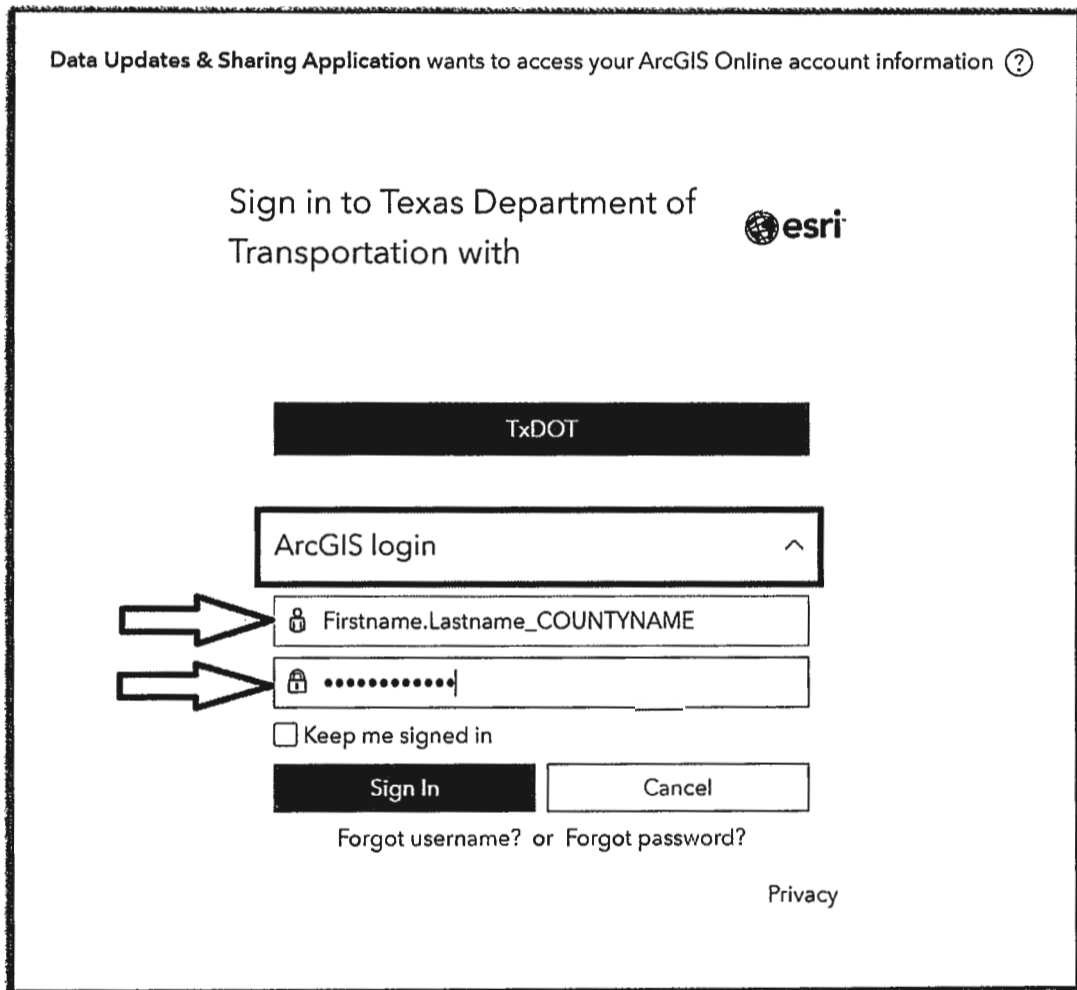
**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
June 27, 2022**

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The Honorable Ty Prause

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June 17, 2022



- 5) Once you have successfully signed in, select your county from the dropdown list and click 'Go'. DUSA will open and automatically zoom to your county. Follow the instructions provided within the 'Resources' section of the application and begin making updates to your county road inventory. Alternatively, watch the 'Editing' video in the 'Training Videos' link to view how to make edits. For GIS professionals, there is an option to download GIS files, make updates with GIS software, and upload the bulk changes back to DUSA.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
June 27, 2022**

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The Honorable Ty Prause

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June 17, 2022

Thank you for your assistance in keeping the county road inventory up to date. If you have any questions or need clarification, please contact us by email or phone.

Sincerely,

Michael Chamberlain  
Transportation Planning and Programming Division  
Director of Data Management  
TPP-GIS@txdot.gov  
(512) 851-9039

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022



TOKIO MARINE  
HCC

Surety Group  
801 S Figueroa Street, Suite 700  
Los Angeles, CA 90017 USA  
Tel: 310-649-0990

Bond Number: N/A

**BID BOND**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, Wakefield Bridge, Inc  
\_\_\_\_\_ (hereinafter  
called Principal), as Principal, and U.S Specialty Insurance Company  
\_\_\_\_\_, a corporation organized and existing under the laws of Texas,  
(hereinafter called Surety) as Surety, are held and firmly bound unto Colorado County, Texas  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter called Obligee) as Obligee, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ percent (\_\_\_\_%) of amount bid not to exceed  
\_\_\_\_\_ Dollars (\$ 129,000.00 ) for the  
payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors  
and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,** That, whereas the Principal has submitted or is about to submit  
a proposal to the Obligee on a contract for Project No: 22-001  
Bridge on CR 103 @ Skull Creek Tributary

**NOW, THEREFORE,** if the said contract be awarded to the Principal and the Principal shall, within such time as  
may be specified, enter into the contract in writing, then this obligation shall be void. If the Principal shall fail to do  
so, then the undersigned shall pay the obligee the damages which the obligee may suffer by reason of such failure  
up to and not exceeding the penal sum of the bond.

Signed and sealed this 16th day of June, 2022.

Principal: Wakefield Bridge, Inc

By: Jenna Popp

Surety: U.S Specialty Insurance Company

By: David M. Carlson  
David M. Carlson Attorney-In-Fact

Any claims under this bond may be addressed to the Surety at the following address:

U.S. Specialty Insurance Company  
801 South Figueroa Street, Suite 700  
Los Angeles, CA 90017  
Attention: \_\_\_\_\_  
Tel: (310) 649-0990  
E-mail: \_\_\_\_\_

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

David M. Carlson of Wharton, Texas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Ten Million\*\*\*\*\* Dollars (\*\*\*\$10,000,000.00\*\*\*) This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1<sup>st</sup> day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California  
County of Los Angeles



By: [Signature]  
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1<sup>st</sup> day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 16<sup>th</sup> day of June, 2022.

Corporate Seals  
Bond No. N/A  
Agency No. 100709



[Signature]  
Kio Lo, Assistant Secretary

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

**U.S. Specialty Insurance Company**

**TEXAS COMPLAINT NOTICE**

**IMPORTANT NOTICE**

**AVISO IMPORTANTE**

1. To obtain information or make a complaint:
2. You may contact your agent.
3. You may call the company's toll free telephone number for information or to make a complaint at:

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de la compania's para informacion o para someter una queja al:

**1-800-486-6695**

**1-800-486-6695**

4. You may also write to the company at:

Usted tambien puede escribir a la compa ia:

801 S. Figueroa Street, Suite 700  
Los Angeles, CA 90017

801 S. Figueroa Street, Suite 700  
Los Angeles, CA 90017

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos, o quejas al:

**1-800-252-3439**

**1-800-252-3439**

6. You may write to the Texas Department of Insurance at:

Puede escribir al Departamento de Seguros de Texas al:

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax No. (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax No. (512) 490-1007  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

7. **PREMIUM OR CLAIM DISPUTES:**

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

8. **ATTACH THIS NOTICE TO YOUR POLICY**

**UNA ESTE AVISO A SU POLIZA**

This notice is for information only and does not become a part or condition of the attached document.

Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022



TOKIO MARINE  
HCC

Surety Group  
801 S Figueroa Street, Suite 700  
Los Angeles, CA 90017 USA  
Tel: 310-649-0990

Bond Number: N/A

**BID BOND**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, Wakefield Bridge, Inc  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter  
called Principal), as Principal, and U.S Specialty Insurance Company  
\_\_\_\_\_  
\_\_\_\_\_, a corporation organized and existing under the laws of Texas  
(hereinafter called Surety) as Surety, are held and firmly bound unto Colorado County, Texas  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter called Obligee) as Obligee, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ percent (\_\_\_\_%) of amount bid not to exceed  
\_\_\_\_\_  
One Hundred Twenty- Nine Thousand and 00/100 Dollars (\$ 129,000.00) for the  
payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors  
and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,** That, whereas the Principal has submitted or is about to submit  
a proposal to the Obligee on a contract for Project No: 22-002  
Bridge on CR 121

**NOW, THEREFORE,** if the said contract be awarded to the Principal and the Principal shall, within such time as  
may be specified, enter into the contract in writing, then this obligation shall be void. If the Principal shall fail to do  
so, then the undersigned shall pay the obligee the damages which the obligee may suffer by reason of such failure  
up to and not exceeding the penal sum of the bond.

Signed and sealed this 16th day of June, 2022.

Principal: Wakefield Bridge, Inc  
By: Jenna Popp  
Surety: U.S Specialty Insurance Company  
By: David M. Carlson  
David M. Carlson Attorney-In-Fact

Any claims under this bond may be addressed to the Surety at the following address:  
U.S. Specialty Insurance Company  
801 South Figueroa Street, Suite 700  
Los Angeles, CA 90017  
Attention: \_\_\_\_\_  
Tel: (310) 649-0990  
E-mail: \_\_\_\_\_

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

June 27, 2022



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

David M. Carlson of Wharton, Texas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Ten Million\*\*\*\*\* Dollars (\*\*\*\$10,000,000.00\*\*\*) . This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1<sup>st</sup> day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California  
County of Los Angeles



By: [Signature]  
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1<sup>st</sup> day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 16<sup>th</sup> day of June, 2022.

Corporate Seals  
Bond No. N/A  
Agency No. 100709



[Signature]  
Kio Lo, Assistant Secretary

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

**U.S. Specialty Insurance Company**

**TEXAS COMPLAINT NOTICE**

**IMPORTANT NOTICE**

1. To obtain information or make a complaint:
2. You may contact your agent.
3. You may call the company's toll free telephone number for information or to make a complaint at:

**1-800-486-6695**

4. You may also write to the company at:

801 S. Figueroa Street, Suite 700  
Los Angeles, CA 90017

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

6. You may write to the Texas Department of Insurance at:

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax No. (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

7. **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. **ATTACH THIS NOTICE TO YOUR POLICY**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

- Para obtener informacion o para someter una queja:
- Puede comunicarse con su agente.
- Usted puede llamar al numero de telefono gratis de la compania's para informacion o para someter una queja al:

**1-800-486-6695**

- Usted tambien puede escribir a la compa ia:

801 S. Figueroa Street, Suite 700  
Los Angeles, CA 90017

- Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos, o quejas al:

**1-800-252-3439**

- Puede escribir al Departamento de Seguros de Texas al:

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax No. (512) 490-1007  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

7. **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

8. **UNA ESTE AVISO A SU POLIZA**

Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

AGENCY CUSTOMER ID: SUPAK1

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

<b>AGENCY</b> Higginbotham IAS Group		<b>NAMED INSURED</b> Supak Construction, Inc. P.O. Box 325 Orchard TX 77464	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

The General Liability (Including Completed Operations) and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and General Liability, Automobile Liability and Workers' Compensation policies includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract that requires such status.

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The General Liability, Automobile Liability and Workers Compensation policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

Umbrella is Follow Form.





**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

\_12. Examine and approve all accounts payable and budget amendments.

**Motion by Commissioner Kubesch to approve all accounts payable and budget amendments; seconded by Commissioner Gertson; 4 ayes 0 nays; motion carried; it was so ordered.**

**(See attachment)**



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

06/27/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 1  
 TIME:08:26 AM CLAIMS FOR PAYMENT AS OF JUNE 27, 2022 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
<b>0400-COUNTY JUDGE</b>					
	GREATAMERICA FINANCIAL SVCS	233444	R	TOSHIBA LEASE/INV#31770159	128.00
	TIME WARNER CABLE ENTERPRISES LLC	233401	R	TRUNKED PHONE LINES	31.60
	DEPARTMENT TOTAL				159.60
<b>0401-COMMISSIONER'S COURT</b>					
	CRAIN, CATON & JAMES, P.C.	233435	A	DEFENSE COSTS/INLAND ENVIRONMENTAL	1,183.87
	CRAIN, CATON & JAMES, P.C.	233436	A	DEFENSE COSTS/REMEDIATION CLAIM	5,265.75
	TAC RISK MANAGEMENT POOL	233387	A	3RD QTR W/C CONTRIBUTION	22,825.00
	DEPARTMENT TOTAL				29,274.62
<b>0403-COUNTY CLERK</b>					
	SYNCB/AMAZON	233463	A	OFFICE SUPPLIES - CO CLERK	192.13
	TIME WARNER CABLE ENTERPRISES LLC	233395	R	TRUNKED PHONE LINES	47.40
	TIMEDOK	233478	A	12 RAPIDPRINT RIBBONS/INV#2041	144.00
	WEIMAR MERCURY	233481	A	DEPUTY CLERK JOB AD/#ID#26	31.50
	DEPARTMENT TOTAL				415.03
<b>0410-ELECTIONS</b>					
	CHASE CARD SERVICES	233504	A	MONTHLY ZOOM SUBSCRIPTION	191.97
	PRESTIGE OFFICE PRODUCTS, LLC	233373	A	OFFICE SUPPLIES/INV#126708	77.15
	SYNCB/AMAZON	233441	A	P-TOUCH LABELS FOR EA	30.03
	SYNCB/AMAZON	233470	A	65" SMART BOARD FOR EA	2,199.00
	TIME WARNER CABLE ENTERPRISES LLC	233396	R	TRUNKED PHONE LINES	15.80
	DEPARTMENT TOTAL				2,513.95
<b>0426-COUNTY COURT</b>					
	PETERS & PETERS LAW FIRM, PLLC	233455	A	CRT APPT ATTY/CAUSE#26,191	250.00
	PETERS & PETERS LAW FIRM, PLLC	233456	A	CRT APPT ATTY/CAUSE#JUV22-481	325.00
	URSULA S. STEPHENS	233480	A	INTERPRETOR SVCS 6/8,15 & 22	500.00
	DEPARTMENT TOTAL				1,075.00
<b>0428-PUBLIC DEFENDER</b>					
	LOUIS GIMBERT	233354	A	REIMB FOR STATE BAR MEMBERSHIP DUES	300.00
	TIME WARNER CABLE ENTERPRISES LLC	233404	R	TRUNKED PHONE LINES	15.80
	DEPARTMENT TOTAL				315.80
<b>0435-DISTRICT COURT</b>					
	BCC LANGUAGES LLC	233284	A	INTERPRETOR ON 3-29-22/INV#22224	200.00
	COUNTRYSIDE COURT REPORTING SERVICE	233339	A	CRT REPORTER SVCS 6-15-22/INV#439	600.00
	KATRINA DANNHAUS PACKARD, P.C.	233348	A	CRT APPT ATTY/CAUSE#26181/CPS	150.00
	LEONARD E. PETERS	233353	A	CRT APPT ATTY/#CR21-021	500.00
	DEPARTMENT TOTAL				1,450.00
<b>0450-DISTRICT CLERK</b>					
	GREATAMERICA FINANCIAL SVCS	233445	A	COPIER LEASE PMT/INV#31830778	120.40
	PRESTIGE OFFICE PRODUCTS, LLC	233369	A	CALCULATOR/INV#126655	88.67
	SCOTT-MERRIMAN, INC.	233497	A	2,000 JURY SUMMONS/INV#069654	924.66
	TIME WARNER CABLE ENTERPRISES LLC	233397	R	TRUNKED PHONE LINES	31.60
	DEPARTMENT TOTAL				1,165.33
<b>0451-JUSTICE OF THE PEACE #1</b>					
	PRESTIGE OFFICE PRODUCTS, LLC	233490	A	HEPA FILTERS, FOLDERS/INV#126724	271.66
	PRESTIGE OFFICE PRODUCTS, LLC	233491	A	TISSUE, HAND SANTIZER/INV#126753	49.70
	TEXAS STATE UNIVERSITY	233388	A	MAGISTRATION WORKSHOP/INV#63087	185.00
	DEPARTMENT TOTAL				506.36
<b>0452-JUSTICE OF THE PEACE #2</b>					

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

06/27/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 2  
 TIME:08:26 AM CLAIMS FOR PAYMENT AS OF JUNE 27, 2022 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	BOE REEVES	233285	A	MILEAGE FOR 6/6-6/12	57.33
	SYNCB/AMAZON	233465	A	(4) HD MONITORS FOR JP#2	319.96
	THOMAS EUGENE ROOKS	233279	R	JP#2 JURY DUTY ON 5/31/22	12.00
	DEPARTMENT TOTAL				389.29
0453-JUSTICE OF THE PEACE #3					
	DEBBIE JOYCE SHERMAN	233268	R	JP3 JURY DUTY 6-15-2022	12.00
	DON MARK MISER	233267	R	JP3 JURY DUTY 6-15-2022	12.00
	ERIC BRANDON SUPAK	233273	R	JP3 JURY DUTY 6-15-2022	12.00
	EUGENIA LABA	233276	R	JP3 JURY DUTY 6-15-2022	12.00
	JACK ANTHONY JEBBIA	233270	R	JP3 JURY DUTY 6-15-2022	12.00
	JANIE LOPEZ	233269	R	JP3 JURY DUTY 6-15-2022	12.00
	JOSE RAMIRO NINO	233265	R	JP3 JURY DUTY 6-15-2022	12.00
	LORI BETH PETERSON	233277	R	JP3 JURY DUTY 6-15-2022	12.00
	MOHAMMED NURUL ISLAM	233275	R	JP3 JURY DUTY 6-15-2022	12.00
	NANCY ALLEN TAYLOR	233272	R	JP3 JURY DUTY 6-15-2022	12.00
	NICOLE ANN BILLECK	233266	R	JP3 JURY DUTY 6-15-2022	12.00
	PRESTIGE OFFICE PRODUCTS, LLC	233368	A	REPLY FORMS/INV#126736	495.90
	SYNCB/AMAZON	233467	A	BATTERY BACKUPS FOR JP#3	141.98
	TIME WARNER CABLE ENTERPRISES LLC	233403	R	TRUNKED PHONE LINES	31.60
	TYSON EDWARD SIMCIK	233274	R	JP3 JURY DUTY 6-15-2022	12.00
	WILLIAM RYAN REYNOLDS	233271	R	JP3 JURY DUTY 6-15-2022	12.00
	DEPARTMENT TOTAL				825.48
0454-JUSTICE OF THE PEACE #4					
	LAURA MALDONADO	233450	A	EXPERIENCED CLERK SEMINAR EXPS	270.18
	SYNCB/AMAZON	233468	A	BATTERY BACKUP FOR JP#4	71.30
	TIME WARNER CABLE ENTERPRISES LLC	233394	A	INTERNE& PHONE SVC @ JP#4	170.44
	DEPARTMENT TOTAL				511.92
0475-COUNTY ATTORNEY					
	TIME WARNER CABLE ENTERPRISES LLC	233402	R	TRUNKED PHONE LINES	63.22
	DEPARTMENT TOTAL				63.22
0495-COUNTY AUDITOR'S OFFICE					
	PRESTIGE OFFICE PRODUCTS, LLC	233371	A	PENCILS & POSTIT NOTES/INV#126733	44.20
	PRESTIGE OFFICE PRODUCTS, LLC	233374	A	CALCULATOR TAPE/INV#126771	11.50
	SYNCB/AMAZON	233471	A	CORRECTION TAPE - COUNTY AUDITOR	13.87
	TIME WARNER CABLE ENTERPRISES LLC	233399	R	TRUNKED PHONE LINES	31.60
	DEPARTMENT TOTAL				101.17
0497-COUNTY TREASURER					
	TIME WARNER CABLE ENTERPRISES LLC	233400	R	TRUNKED PHONE LINES	15.80
	DEPARTMENT TOTAL				15.80
0499-TAX ASSESSOR-COLLECTOR					
	ERICA KOLLAJA	233342	A	TAC ANNUAL CONF EXPENSES	899.24
	TIME WARNER CABLE ENTERPRISES LLC	233398	R	TRUNKED PHONE LINES	31.60
	DEPARTMENT TOTAL				930.84
0510-COURTHOUSE BUILDING					
	A-LINE AUTO PARTS	233421	A	12PT SOCKET SET/CUST#46398	16.89
	A-LINE AUTO PARTS	233422	A	BULB/CUST#46398	3.36
	A-LINE AUTO PARTS	233423	A	SPARK PLUG/CUST#46398	2.61
	CAI SERVICES LLC	233425	A	5-27 A/C SVC CALL/INV#2022-TM0527	760.00
	CAI SERVICES LLC	233426	A	5-9 A/C SVC CALL/INV#2022-TM0509	1,055.00
	CAI SERVICES LLC	233427	A	5-11 A/CSVC CALL/INV#2022-TM0511	1,422.50



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

0560-COUNTY SHERIFF

06/27/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND

CYCLE: ALL

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TIME:08:26 AM

CLAIMS FOR PAYMENT AS OF JUNE 27, 2022

PREPARER:0004

**DEPARTMENT**

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
ALLISON MICAN	233278	A	TCIC/TLETS TRAINING EXPS	64.42
CAPITAL ONE	233428	A	SWITCH BOX/TR#09507	27.96
CAVENDER CHRYSLER JEEP DODGE RAM	233429	A	CHARGER REPAIR/INV#86026	170.45
COLORADO COUNTY OIL CO., INC.	233319	A	800 GAL GASOLINE/INV#452722	2,918.61
COLORADO COUNTY OIL CO., INC.	233320	A	860 GAL GASOLINE/INV#453290	3,084.92
COLORADO COUNTY OIL CO., INC.	233321	A	900 GAL GASOLINE/INV#454136	3,251.10
COLORADO COUNTY OIL CO., INC.	233322	A	800 GAL GASOLINE/INV#454138	2,888.93
COLORADO COUNTY OIL CO., INC.	233323	A	800 GAL GASOLINE/INV#454642	2,920.29
COLORADO COUNTY OIL CO., INC.	233324	A	800 GAL GASOLINE/INV#454986	3,019.41
COLORADO COUNTY OIL CO., INC.	233325	A	950 GAL GASOLINE/INV#455497	3,891.32
COLORADO COUNTY OIL CO., INC.	233326	A	750GAL 87 AS/INV#455832	3,130.74
D-ZEE'S AUTOMOTIVE	233439	A	BRAKE REPAIR/INV#0033382	618.64
FEDEX	233509	A	2DAY CHG TO SEND EVIDENCE	7.68
GALLS, LLC	233510	A	2 SHIRTS/INV#021323938	95.00
GT DISTRIBUTORS, INC.	233443	A	UNIFORM PANTS/INV#INV0907528	116.10
MELANIE MARSALIA	233360	A	REIMB FOR EXPENSES TLETS TRAINING	99.39
NEWBART PRODUCTS, INC.	233361	A	ID CARD MACHINE INK/INV#297376	98.00
O'REILLY AUTO PARTS	233362	A	WIPERBLADES & FLUID /CUST#1269383	76.78
OSS ACADEMY	233365	A	VARIOUS TRAINING/R VILLANUEVA	142.50
OSS ACADEMY	233366	A	VARIOUS TRAINING/A LOPEZ/INV#60599	50.00
PRESTIGE OFFICE PRODUCTS, LLC	233367	A	OFFICE SUPPLIES/INV#126706	207.86
SAN ANTONIO MARRIOTT RIVERCENTER	233264	R	4NIGHTS FOR CONFERENCE/#72668519	949.61
SCHNEIDER TIRE & LUBE LLC	233381	A	OIL CHANGE/INV#42127	53.98
SCHNEIDER TIRE & LUBE LLC	233382	A	TIRE REPAIR/INV#42101	54.98
SCHNEIDER TIRE & LUBE LLC	233458	A	OIL CHANGE/INV#42027	95.96
SYNCB/AMAZON	233472	A	PHONE CASES FOR SHERIFF'S OFFICE	90.20
TAPEIT: CRYSTAL SMITH	233476	A	TAPEIT CONF REG/INV#E2659	350.00
TEXAS POLICE TRAINERS, LLC	233477	A	CRISIS TRNING 8/1-5/22/#CIT-27-2022	150.00
TIME WARNER CABLE ENTERPRISES LLC	233409	A	FIBER INTERNET @ SHERIFF'S OFFICE	1,078.09
DEPARTMENT TOTAL				29,702.92

**0565-OPERATION OF JAIL**

A-1 SHINER FIRE & SAFETY, INC.	233302	A	FIRE EXTINGUISHER REPAIR/INV#18137	45.95
BRYAN RADIOLOGY ASSOCIATES	233287	A	INMATE LABS/BRA163968/5-28-22	32.08
CAPITAL ONE	233288	A	CLEANING SUPPLIES/TR#06265	148.28
CLINICAL SOLUTIONS PHARMACY	233292	A	MAY INMATE MEDICINE/INV#72161	34.19
CLINICAL SOLUTIONS PHARMACY	233293	A	MAY INMATE MEDICINE/INV#72161	49.92
CLINICAL SOLUTIONS PHARMACY	233294	A	MAY INMATE MEDICINE/INV#72161	12.70
CLINICAL SOLUTIONS PHARMACY	233295	A	MAY INMATE MEDICINE/INV#72161	1,984.62
CLINICAL SOLUTIONS PHARMACY	233296	A	MAY INMATE MEDICINE/INV#72161	11.17
CLINICAL SOLUTIONS PHARMACY	233297	A	MAY INMATE MEDICINE/INV#72161	49.54
CLINICAL SOLUTIONS PHARMACY	233298	A	MAY INMATE MEDICINE/INV#72161	51.09
CLINICAL SOLUTIONS PHARMACY	233299	A	MAY INMATE MEDICINE/INV#72161	34.12
CLINICAL SOLUTIONS PHARMACY	233300	A	MAY INMATE MEDICINE/INV#72161	19.05
CLINICAL SOLUTIONS PHARMACY	233301	A	MAY INMATE MEDICINE/INV#72161	36.32
CLINICAL SOLUTIONS PHARMACY	233303	A	MAY INMATE MEDICINE/INV#72161	78.24
CLINICAL SOLUTIONS PHARMACY	233304	A	MAY INMATE MEDICINE/INV#72161	4.38
CLINICAL SOLUTIONS PHARMACY	233305	A	MAY INMATE MEDICINE/INV#72161	43.83
CLINICAL SOLUTIONS PHARMACY	233306	A	MAY INMATE MEDICINE/INV#72161	4.47
CLINICAL SOLUTIONS PHARMACY	233307	A	MAY INMATE MEDICINE/INV#72161	18.10
CLINICAL SOLUTIONS PHARMACY	233308	A	MAY INMATE MEDICINE/INV#72161	35.81
CLINICAL SOLUTIONS PHARMACY	233309	A	MAY INMATE MEDICINE/INV#72161	77.12
CLINICAL SOLUTIONS PHARMACY	233310	A	MAY INMATE MEDICINE/INV#72161	13.70
CLINICAL SOLUTIONS PHARMACY	233311	A	MAY INMATE MEDICINE/INV#72161	54.69
CLINICAL SOLUTIONS PHARMACY	233312	A	MAY INMATE MEDICINE/INV#72161	37.41
CLINICAL SOLUTIONS PHARMACY	233313	A	MAY INMATE MEDICINE/INV#72161	575.96
COLUMBUS COMMUNITY HOSPITAL	233328	A	INMATE HOSP/#20450875/5-20 & 21	4,949.71













COLORADO COUNTY, TEXAS									
JUNE 16TH THRU 30TH									
PAID ON JUNE 30, 2022									
	SALARIES	FICA	INSURANCE	TCDRS	TOTAL	ACCOUNTS PAYABLE CHECKS			
GENERAL FUND	307,806.49	22,680.94	54,526.76	40,384.14	425,398.33				
(DEDUCTIONS)		22,680.94	9,361.65	21,266.76					
RECORDS PRESERVATION	0.00	0.00	0.00	0.00	0.00	7452	TAC HEBP	168,612.41	
(DEDUCTIONS)		0.00	0.00	0.00		7453	AIREVAC	18.00	
						7454	MASA	1,039.00	
R&B PCT #1	13,412.00	982.57	2,597.31	1,770.39	18,762.27	7455	LINA	44.75	
(DEDUCTIONS)		982.57	500.79	936.04		7456	PIC	15.00	
						7457	JERALD KRENEK	17.61	
							REIMB AFLAC		
R&B PCT #2	13,047.25	991.31	2,596.00	1,722.25	18,356.81				
(DEDUCTIONS)		991.31	33.49	910.52					
R&B PCT #3	14,883.75	1,062.22	3,462.47	1,964.65	21,373.09		TEXAS CSDU	1,245.64	
(DEDUCTIONS)		1,062.22	998.51	1,041.87			TEXAS LIFE	686.02	
							TRANSAMERCIA	246.62	
							NACO	465.00	
R&B PCT #4	12,732.35	928.03	3,024.79	1,680.67	18,365.84		AFLAC	5,380.43	
(DEDUCTIONS)		928.03	494.77	891.27			TCDRS	141,843.57	
							FED'L RESERVE BANK	82,817.98	
							DENTAL SELECT	144.92	
CO ATTY FORFEITURE	167.50	12.76	0.00	22.12	202.38		GLOBAL LIFE	753.37	
(DEDUCTIONS)		12.76	0.00	11.73			VOYA	892.50	
							GYM MEMBERSHIP	649.60	
ELECTIONS CONTRACT	0.00	0.00	0.00	0.00	0.00				
(DEDUCTIONS)		0.00	0.00	0.00					
SECURITY FUND	2,331.25	178.34	0.00	307.71	2,817.30				
(DEDUCTIONS)		178.34	0.00	318.02					
							Social Security	43,612.64	
HOT CHECK FUND	0.00	0.00	0.00	0.00	0.00		Medicare Tax	10,199.82	
(DEDUCTIONS)		0.00	0.00	0.00				53,812.46	
							FED W/H	29,005.52	
								82,817.98	
CO. ATTY. SUPPLEMENTAL	921.50	70.06	0.00	121.65	1,113.21				
(DEDUCTIONS)		70.06	0.00	64.51					
							67,071.57		
							66,207.33		
							133,278.90	EMPLOYER	92,568.10
TOTALS	365,302.09	26,906.23	66,207.33	47,973.58	506,389.23		11,389.21	EMPLOYEE	49,275.47
		26,906.23	11,389.21	25,440.72			11,389.21	TCDRS	141,843.57
		53,812.46	77,596.54	73,414.30			156,057.32		
							CAD	7,542.57	
							GWD	3,443.80	
							COBRA	-	
							RETIREE	1,568.72	
							TAC INS.	168,612.41	

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
June 27, 2022

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

- \_13. Announcements (without discussion and no action) by elected officials/department heads. (Types of Announcements: Events, Road Conditions, Weather Occurrences, Important Dates, Vacancies in Offices or Positions, Accomplishments of Individuals, and Notices)

**Chuck Rogers with the Office of Emergency Management stated it was a busy weekend.**

**Colorado County assisted Lavaca County with a 57 acre fire. There were no injuries, loss of life, or loss of structure. He emphasized to not burn.**

**Commissioner Gertson stated to not throw cigarettes out of a vehicle. They can start fires. Please don't burn.**

**Judge Prause stated the Disaster Declaration included fines and jail time for violators.**

**Commissioner Wessels stated he would like to thank the firemen for all their work.**

- \_14. Commissioners Court Members sign all documents and papers acted upon or approved.

**Judge Prause announced it is now time to sign all papers and documents.**

- \_15. Budget Workshop.

**Raymie Kana stated the Salary Committee met on Thursday, June 23, 2022.**

**Judge Prause stated that the court invited Mandy Wright (CASA), Amanda Daniel (EMS), Sherriff R. H. "Curly" Wied (Sherriff's Dept.), and Tommy Richter (Jail) to further discuss their budget requests.**

**Mandy Wright, Executive Director for CASA:**

**Ms. Wright is requesting a budget increase from \$5,500 to \$10,000. She stated CASA is currently serving 21 children in Colorado County. Children can range in age from birth to 21 years of age. CASA spends approximately \$2734 a year per child to provide this support. The organization currently has 6.5 staff members and 65 volunteers. The court will increase the budget depending on available budget funds.**

**Amanda Daniel, EMS Director:**

**Ms. Daniel presented to the court a need for a 10% increase in ambulance supplies due to cost increases, an increase for fuel and oil, and an increase of \$40,000 for repairs to ambulances and equipment. She also requested salary increases and new staffing positions. The court expressed the need to increase the amount of transfers the EMS is handling. The salary and staffing requests will be sent to the salary committee. The court agreed to the other requests.**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

**Sheriff R. H. "Curly" Wied was not available.**

**The court agreed to add 1.5 deputies and a dispatcher to the department. The budget will be increased to provide three car cameras and six additional patrol units. The court asked if the DPS secretary salary could be checked on to determine if that money could be budgeted elsewhere.**

**Tommy Richter (Jail) was not available.**

**The court agreed to increase uniforms to \$2,500, cleaning supplies to \$10,000 and out of county housing to \$10,000.**

**\_16. Adjourn.**

**Motion by Judge Prause to adjourn at 10:42 A.M.; seconded by Commissioner Gertson.**

**An audio recording of this meeting of June 27, 2022 is available in the County Clerk's Office.**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**June 27, 2022**

**Minutes were taken and prepared by Kimberly Menke, County Clerk on the 27th day of June 2022 with Judge Ty Prause presiding.**

**I, KIMBERLY MENKE, COUNTY CLERK AND EX-OFFICIO OF THE COMMISSIONERS COURT IN AND FOR COLORADO COUNTY, TEXAS do hereby certify that the foregoing is a true and correct copy of the minutes of the Commissioner Court in session on the 27th day of June 2022.**

**Given under my hand and official seal of office this date June 27, 2022.**

